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2006-27-C

December 21, 2005

Mr. Charles L. A. Terreni
Chief Clerk/Administrator
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

RECEIVED
JAN 13 2006
DOCKETING DEPT.

SC
COLUMBIA
JAN 13 2006
RECEIVED

Re: Interconnection and Compensation Agreement Between Horry Telephone
Cooperative, Inc. and US LEC of South Carolina Inc.

Dear Mr. Terreni:

Enclosed for filing please find three (3) hard copies and one (1) electronic copy of the Interconnection and Compensation Agreement Between Horry Telephone Cooperative, Inc. and US LEC of South Carolina Inc. This agreement is being submitted for the Commission's approval pursuant to 47 U.S.C. § 252(e).

Please clock in a copy and return it with our courier.

Thank you for your assistance.

Very truly yours,

Margaret M. Fox

Margaret M. Fox

MMF/rwm
Enclosures

cc: Bill Rabon

GENERAL TERMS AND CONDITIONS
BETWEEN
HORRY TELEPHONE COOPERATIVE, INC
AND
US LEC OF SOUTH CAROLINA INC.

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AGREEMENT

THIS AGREEMENT is made by and between US LEC of South Carolina Inc., ("US LEC") with offices at Morrocroft III, 6801 Morrison Boulevard, Charlotte, North Carolina 28211, and Horry Telephone Cooperative, Inc. ("Horry") with offices at 3480 Hwy 701 North, Conway, South Carolina 29528. This Agreement may refer to either Horry or US LEC or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, Horry is a local exchange telecommunications company authorized to provide Telecommunications Services in the state of South Carolina; and

WHEREAS, US LEC is a competitive local exchange telecommunications company ("US LEC") authorized to provide Telecommunications Services in the state of South Carolina; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, Horry and US LEC agree as follows:

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Party's obligations under Sections 251 and 252 of the Act. The interconnection arrangements contained herein enable US LEC to provide competing Telephone Exchange Service to residential and business subscribers within Horry's service area.

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning on the date of the last signature executing this Agreement ("Effective Date") and shall apply to the State of South Carolina. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis until a Subsequent Agreement has been negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in this Section.

2.2 The Parties agree that by no later than one hundred eighty (180) days prior to the expiration of this Agreement, either Party may request negotiations to a subsequent Agreement with regard to the terms, conditions and prices regarding local interconnection to be effective beginning on the Effective Date of the Agreement ("Subsequent Agreement").

2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in this Section above, the Parties are unable to satisfactorily negotiate local interconnection terms, conditions and prices, either Party may petition the

Public Service Commission of South Carolina (Commission) to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties will become in effect once the Commission issues its order or upon the execution by both Parties of the Agreement ("Subsequent Agreement").

- 2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with this Section above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that Horry terminates this Agreement as provided above, Horry may continue to provide services to US LEC pursuant to Horry's then current standard interconnection agreement.

2.5 Termination Upon Default

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; provided however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- 2.5.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- 2.5.2 A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 2.5.3 A Party's assignment of any right, obligation, or duty, in whole or in part, or of any interest, under this Agreement without any consent required under Section 17 of this Attachment.

2.6 Liability Upon Termination

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or

omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Establishment of Service

- 3.1 US LEC will provide the appropriate Horry contact with the necessary documentation to enable Horry to establish a master account for US LEC's Services. Such documentation shall include the US LEC profile, proof of authority to provide Telecommunications Services, an Operating Company Number (OCN) assigned by the National Exchange Carrier Association (NECA) and a tax exemption certificate, if applicable. Horry shall accept a Service order from US LEC after all forms have been completed and accepted by Horry.
- 3.2 Orders exchanged between the Parties will conform to industry standards.
- 3.3 When notification is received from US LEC that a current end-user of Horry will subscribe to US LEC's Service, standard Service order intervals for the appropriate class of Service will apply.
- 3.4 US LEC will be the single point of contact with Horry for all subsequent ordering activity resulting in additions or changes to Services, except that Horry will accept a request directly from the end-user for conversion of the end-user's Service from US LEC to Horry.
- 3.5 If either Party determines that an unauthorized LNP change in local Service to the other Party has occurred, the original LNP Service provider will reestablish Service and will assess to the other Party as the carrier initiating the unauthorized change, the unauthorized change charge of \$100.00. Appropriate nonrecurring charges, as set forth in the applicable Tariff will also be assessed to the other Party. These charges can be adjusted if the other Party provides satisfactory proof of authorization.

4. Pre-Ordering

- 4.1 The Parties will provide access to pre-order functions to support the requesting Party's transfer of Customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build Service orders. The following lists represent pre-order functions that are available.
- 4.2 Access to retail Customer Proprietary Network Information (CPNI) and account information for pre-ordering will be in accordance with standard industry practices and FCC rules and regulations. Parties agree that the Parties' representatives will not access the information specified in this subsection until after the end-user requests that his or her local Service provider be changed to that Party, and an end-user authorization for release of CPNI complies with conditions as described in Section 14 of this Attachment.

5. Ordering

- 5.1 The Parties shall use Local Service Requests (LSRs) to request Services relating to end-users. Access Service Requests (ASRs) shall be used to order network interconnection Services. Orders exchanged between the Parties will conform to industry standards. Standard forms are included in the Horry Operations and Network Planning Handbook ("Interconnection Manual").
- 5.2 The standard Service intervals, Service order changes, coordinated cutovers, project managed conversions, and expedited orders are included in the Interconnection Manual.
- 5.3 Unless otherwise agreed upon by both Parties, a Service order charge will be assessed against US LEC for every Service order processed by Horry, at the rate specified in the Pricing Attachment to this Agreement. Additional charges will be assessed if an LSR is to be performed outside of the normal working hours, and for other specialized requirements such as coordinated cutovers.

6. Transfer of Service Announcements

- 6.1 When an end-user Customer transfers Service from one Party to the other Party, and does not retain its original telephone number, the Party formerly providing Service to the end-user will provide, upon request, and if such Service is provided to its own Customers, a referral announcement on the original telephone number. This announcement will provide the new number of the Customer and will remain in effect for the same time period this Service is provided to the Party's own end-users.

7. Misdirected Calls

- 7.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., business office, repair bureau, etc.):
 - 7.1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange Service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 7.1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact numbers to each other on a reciprocal basis and provide the end-user the correct contact number.
 - 7.1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market Services.

8. 911/E911 Arrangements

8.1 Horry is not the 911/E911 Service provider in the Service territory. US LEC is responsible for connecting to the 911/E911 Service provider and populating the 911 database. All relations between the 911/E911 Service provider and US LEC are totally separate from this Agreement and Horry makes no representations on behalf of the 911/E911 Service provider.

8.2 Horry will not be liable for errors with respect to US LEC's provision of 911/E911 Services to US LEC's end-users.

9. Telephone Relay Service

Local and IntraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. Each Party is responsible for providing access to TRS for its Customers.

10. Directory Listings and Directory Distribution

10.1 US LEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with Horry's vendor for directory publications.

10.2 Listings

US LEC agrees to supply Horry, at no cost to Horry, on a regularly scheduled basis, and in a format prescribed by Horry, all listing information for US LEC's subscribers who wish to be listed in any Horry published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code) and telephone numbers. Nothing in this Agreement shall require Horry to publish a directory where it would not otherwise do so. Inclusion of US LEC listings in a given Horry directory will be done at no charge to US LEC and will be in accordance with Horry's solely determined directory configuration, scope, and schedules. US LEC listings will be treated in the same manner as Horry's listings.

10.3 Distribution

Upon directory publication, Horry will arrange for the initial distribution of the directory to Service subscribers in the directory coverage area at no cost to US LEC. US LEC will supply Horry in a timely manner with all required subscriber mailing information including non-listed and non-published subscriber mailing information, to enable Horry to perform distribution.

11. Busy Verification and Busy Line Verification Interrupt

Each Party may elect to establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line

Verification (BLV) and Busy Line Verification and Interrupt (BLVI) Services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward Operator Services (OS) trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI Services at the rates contained in the respective Tariffs.

12. Street Address Guide (SAG)

US LEC is responsible for the acquisition and maintenance of Street Address Guide (SAG) information used in the delivery of 911 and E-911 Services.

13. Local Number Portability

13.1 The Parties will offer Service provider local number portability (LNP) in accordance with the FCC rules and regulations. Service provider portability is the ability of users of Telecommunications Services to retain, within the same rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Under this arrangement, the new telecommunications service provider must directly provide Telephone Exchange Service or resell an End User local exchange service through a third party Telecommunications Service provider, to the End User Customer porting the telephone number. The dial tone must be derived from a switching facility that denotes the switch is ready to receive dialed digits. In order for a port request to be valid, the End User Customer must retain their original number and be served directly by the same type of Telecommunications Service subscribed to prior to the port.

13.2 The Parties agree that the industry has established local routing number (LRN) technology as the method by which local number portability (LNP) will be provided in response to FCC Orders in CC Docket No. 95-116 (i.e. First Report and Order and subsequent Orders issued to the date this Agreement is signed). As such, the parties agree to provide number portability via LRN to each other as required by such FCC Orders or industry agreed upon practices.

13.3 This Agreement does not govern geographic portability where the end user is located outside the rate center. Geographic portability is not allowed under this agreement.

13.4 Horry and US LEC have deployed LNP in all of their switches that serve customers within Horry's service area.

13.5 US LEC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for number portability.

13.6 Obligations of Both Parties

- 13.6.1 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in Service by the original end-user, the ported telephone number will be released back to the carrier who is the code holder or number block holder.
- 13.6.2 Each party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 13.6.3 Both parties shall conform to industry guidelines prior to the scheduling of intercompany testing.
- 13.6.4 Each Party will designate a Single Point Of Contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed time frame and must meet the criteria set forth by the parties for porting.
- 13.6.5 Each Party shall abide by NANC and the InterIndustry LNP Regional Team provisioning and implementation process.
- 13.6.6 Each Party shall become responsible for the end-user's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end-user's telephone number to their switch.
- 13.6.7 The LRN associated with the ported Local/EAS/MEAS numbers shall be derived from an NPA/NXX within the Local/EAS/MEAS areas.

13.7 Limitations of Service

- 13.7.1 Telephone numbers can be ported only to customers physically located within the same rate center.
- 13.7.2 Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN.

14. Letter of Authorization.

- 14.1 Either Party will not release the Customer Service Record (CSR) containing CPNI on their end-user Customer accounts unless the other Party first provides a written Letter of Authorization (LOA). Such LOA may be a blanket LOA, or other form agreed upon between Horry and US LEC, authorizing the release of such information to the requesting Party, or if state or federal law provides otherwise, in accordance with such law.

- 14.2 An LOA will be required before either Party will process an order for Services provided in cases in which the subscriber currently receives exchange Service from the other Party or from a third party local Service provider. Such LOA may be a blanket LOA or such other form as agreed upon between Horry and US LEC.

15. Contact Exchange

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

16. Amendments

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

17. Assignment

- 17.1 Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

- 17.2 All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

18. Authority

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

19. Responsibility for Payment

Both Parties will render to the other Party monthly bill(s) for interconnection, facilities, products, and Services provided hereunder at the rates set forth in the Pricing Attachment, or as set forth in applicable Tariffs. Both Parties shall pay bills in accordance with the terms of this Agreement.

20. Assurance of Payment

In order to safeguard Horry's interest, Horry reserves the right to secure US LEC's account with a suitable form of security Deposit, unless satisfactory US LEC credit history is made available to Horry.

- 20.1 Such security Deposit shall take the form of a Letter of Credit or other forms of security acceptable to the Party requesting a security Deposit. Any such security Deposit may be held during the continuance of the Service as security for the payment of any and all amounts accruing for the Service.

- 20.2 If a security Deposit is required, such security Deposit shall be made prior to the inauguration of Service.
- 20.3 Such security Deposit shall be two months estimated billing as calculated by the Party requesting the security Deposit, or twice the most recent month's invoices from the Party requesting the security Deposit for existing accounts. All security Deposits will be subject to a minimum Deposit of \$1,000.
- 20.4 The fact that a security Deposit has been made in no way relieves the Party required to provide the security Deposit from complying with the other Party's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of the Party requesting the security Deposit providing for the discontinuance of Service for non-payment of any sums due.
- 20.5 Either Party reserves the right to increase the security Deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security Deposit.
- 20.6 In the event that the Party providing the security Deposit defaults on its account, Service to that Party will be terminated and any security Deposits held will be applied to its account.

21. Billing and Payment

- 21.1 In consideration of the Services provided under this Agreement, the Parties shall bill the other Party on a monthly basis all applicable charges set forth in this Agreement. The Party billed ("Billed Party") shall pay to the invoicing Party ("Billing Party") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the prior Business Day.
- 21.2 Billing Disputes Related to Unpaid Amounts
 - 21.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. Subject to the requirements of Applicable Law, notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The Parties will work together in good faith to resolve issues relating to the disputed

amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's Applicable Law. In addition, the Billing Party may cease terminating traffic for the Non-Paying Party after undisputed amounts not paid become more than 60 days past due, provided the Billing Party gives an additional 30 days written notice and opportunity to cure the default.

21.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under South Carolina's Applicable Law.

21.2.3 Undisputed amounts shall be paid within thirty (30) days of the bill date on the invoice from the Billing Party.

21.2.4 Issues related to Disputed Amounts shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 27 of this Agreement.

21.3 Back Billing

Neither Party will bill the other Party for previously unbilled charges for Services that were provided longer ago than one (1) year.

21.4 Billing Disputes

Either Party may evaluate the other Party's accuracy of billing, data, and invoicing in accordance with this Agreement. Should US LEC dispute any portion of the monthly billing under this Agreement, US LEC will notify Horry in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount and details of such dispute. US LEC shall pay all undisputed amounts due. Both US LEC and Horry agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be found in Horry's favor, US LEC will pay Horry the resolved amount plus any late payment fee associated with the disputed amount.

21.5 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the Services contemplated hereunder. Each Party shall calculate terminating minutes of use based on standard Automatic Message Accounting (AMA) records made within each Party's network. The records shall contain Automatic Number Identification (ANI) or Service provider information necessary to identify the originating company. The Parties shall each use

commercially reasonable efforts to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

22. Binding Effect

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

23. Capacity Planning and Forecasting

23.1 Within sixty (60) days from the Effective Date of this Agreement, the Parties shall create a Planning Team that shall perform joint planning and forecasting that is applicable to local Services and interconnection Services. Each Party shall designate, in writing, members of the Planning Team. The guidelines for planning and implementation are documented in the Interconnection Manual. The Interconnection Manual shall address the following matters that include forecasting and provisioning:

23.1.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of Services.

23.1.2 US LEC will furnish to Horry information that provides for area-wide annual forecasts of order activity, in-Service quantity forecasts, and facility/demand forecasts. Neither Party shall be required to process any orders from the other Party until the other Party has provided its initial forecasts under this Section 23.1.2.

23.1.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecast trunk quantities as set forth in the Interconnection Attachment.

23.1.4 Each Party shall notify the other Party promptly of changes greater than ten percent (20%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period, within sixty (60) days of the date that it is determined that such a change will occur.

24. Compliance with Laws and Regulations

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

25. Confidential Information

25.1 Identification

25.1.1 Either Party may disclose to the other proprietary or confidential information, including but not limited to Customer account data, technical drawings, proposals, specifications, or business information in written, graphic, oral, or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

25.1.2 Notwithstanding the foregoing, all materials and data provided pursuant to Section 25 hereof, preorders and all orders for Services placed by US LEC pursuant to this Agreement, and information that would constitute CPNI of US LEC end-user Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to US LEC end-users, whether disclosed by US LEC to Horry or otherwise acquired by Horry in the course of its performance under this Agreement, and US LEC information submitted to Horry in connection with such responsibilities shall be deemed Confidential Information of US LEC for all purposes under this Agreement whether or not specifically marked or designated as confidential or proprietary.

25.2 Handling

25.2.1 In order to protect such Confidential Information from improper disclosure, each Party agrees:

25.2.1.1 All Confidential Information shall be and shall remain the exclusive property of the source;

25.2.1.2 To limit access to such Confidential Information to contractors, Agents, and other persons who have signed a nondisclosure agreement that requires compliance with the terms of this Section, and authorized employees of either Party, who have a need to know the Confidential Information for performance of this Agreement;

25.2.1.3 To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

25.2.1.4 Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

25.2.1.5 To return promptly any copies of such Confidential Information to the source at its request; and

25.2.1.6 To use such Confidential Information only for purposes of fulfilling work or Services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

25.3 Exceptions

25.3.1 These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

25.4 Survival

25.4.1 The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

26. Fraud

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-users or on the other Party's end-user Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's Services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

27. Dispute Resolution

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper

implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

28. Entire Agreement

This Agreement and applicable attachments, constitute the entire Agreement of the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event there is a conflict between any term of this Agreement, the provisions shall be construed to give the greatest possible effect to the intent of this Agreement.

29. Expenses

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

30. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or acts of God, war, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction, or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

31. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

32. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of South Carolina without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

33. Headings

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

34. Independent Contractor Relationship

When performing tasks under this Agreement, each Party's employees shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules, and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

35. Law Enforcement Interface

35.1 In cases where either Party provides its own switching facilities, with respect to requests for call content interception or call information interception directed at that Party's end-user Customer, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an end-user of the other Party, the Party initially contacted shall direct the agency to the other Party.

35.2 Notwithstanding Section 37, the Parties agree to work jointly in security matters to support law enforcement agency requirements for call content interception or call information interception.

35.3 To the extent Horry has an extension or exemption of any of the requirements of the Communications Assistance for Law Enforcement Act, ("CALEA"), Public Law No. 103- 414, 10g Stat. 4279 (1994), under, respectively, CALEA Section 107(c), 47 U.S.C. §1006(c) or CALEA Section 109(b), 47 U.S.C. §1008(b), or pursuant to any decision issued by a court or regulatory agency of competent jurisdiction, Horry has no duty to provide any technical capability to law enforcement agencies for call content interception or call information interception

involving US LEC's Customers that require the capability or capabilities covered by the extension or exemption.

- 35.4 When the Parties work jointly in security matters, each Party will refer the law enforcement agency to contact the other Party's designated point of contact for law enforcement agencies on a seven days a week/twenty-four hours a day basis.
- 35.5 In non-emergency situations without a valid court order involving the other Party's Customers, each Party will inform law enforcement agencies requesting interception assistance to contact the other Party's designated point of contact for law enforcement.
- 35.6 Any requests by one Party for assistance with call content interception or call information interception not involving a law enforcement agency shall also be made by that Party to the other Party's designated point of contact for law enforcement agencies. Assistance with such requests shall be subject to any and all limitations imposed by CALEA Section 105, 47 U.S.C. §1004, or Part 64, Subpart U of the FCC's rules, 47 C.F.R. §64.2106. Such requests shall include nuisance call requests. Under no circumstances should either Party direct an end-user Customer to contact the other Party directly.
- 35.7 A Party's charges for providing such Services as stated above for the other Party's Customers will be billed to the other Party.
- 35.8 Except as provided above, a Party will have no involvement in the law enforcement interface on behalf of the other Party.

36. Liability and Indemnity

36.1 DISCLAIMER

36.1.1 EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES IT PROVIDES UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

36.2 Limitation of Liability

36.2.1 Except in cases of gross negligence or willful misconduct, each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the Party may recover, for the Services, or facilities for the

month during which the claim of liability arose. Except in cases of gross negligence or willful misconduct, under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, of the other Party including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the Services, or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

36.3 Intellectual Property

36.3.1 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any Service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

37. Joint Work Product

The Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

38. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

39. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide, and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

40. Notices

Any notice to a Party required by Applicable Law, or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if

served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile, which shall be effective if sent before 5:00 p.m. Eastern Time on that day, or if sent after 5:00 p.m., it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section:

If to Horry:

Horry Telephone Cooperative, Inc.
Attention: Industry Affairs Manager
3480 Hwy 701 North
PO Box 1820
Conway, South Carolina 29528

If to US LEC of South Carolina Inc.:

US LEC Corp.
Attention: Vice President, Regulatory and Industry Affairs
6801 Morrison Blvd
Charlotte, NC 28211
Fax: 704-602-1074

with a copy (which shall not constitute notice) to:

US LEC Corp.
Attention: Deputy General Counsel - Regulatory
6801 Morrison Blvd
Charlotte, NC 28211
Fax: 704-602-1119

41. Protection

41.1 Impairment of Service

The characteristics and methods of operation of any circuits, facilities or equipment of US LEC connected with the Services, facilities or equipment of Horry pursuant to this Agreement, shall not interfere with or impair Service over any facilities of Horry, its affiliated companies, or its connecting and concurring carriers involved in its Services, cause damage to its plant, violate any Applicable Law or regulation regarding the invasion of privacy of any communications

carried over Horry's facilities or create hazards to the employees of Horry or to the public (each hereinafter referred to as an "Impairment of Service").

41.2 Resolution

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility, or equipment.

42 Parity

Horry shall offer and provide US LEC Services and features that are technically feasible at parity with those provided by Horry to itself or any other party.

43. Publicity

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, or facilities pursuant to it, or association of the Parties with respect to provision of the Services described in this Agreement shall be subject to prior written approval of both Horry and US LEC.

44. Regulatory Agency Control

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency. No provision of this Agreement shall be deemed to be modified unless such modification is required pursuant to Section 45 below.

45. Modification of Agreement

45.1 In the event that any amendment of the Act, or of any effective legislative, regulatory, judicial order, rule and regulation or other legal action materially affects any material provision of this Agreement, either Party may, by providing written notice to the other Party, require that such provisions be renegotiated in good faith within ninety (90) days, and that the material provisions, including pricing, in this Agreement be modified accordingly to reflect the legal or regulatory amendment. If any such modification to this Agreement affects any rates or charges of Services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges. In the event that the Parties are unable to negotiate an amendment to this Agreement, either Party

may pursue resolution of the Parties' dispute under the Dispute Resolution provision of this Agreement.

46. Effective Date

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The "Effective Date" of this Agreement for all purposes is as set forth in Section 2 of this Agreement.

47. Regulatory Matters

47.1 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

47.2 If Horry does not file materials necessary to effect this Agreement within ninety (90) days of execution of this Agreement, any contract signatures will no longer be effective.

48. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

49. Subcontractors

Either Party may enter into subcontracts with third parties or affiliates for the performance of any of its duties or obligations under this Agreement, provided that no such subcontract shall affect the identity of the Provider of Services under this Agreement.

50. Taxes and Fees

50.1 Any state, county or local excise, sales, or use taxes or fees (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes or fees is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes or fees, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes or fees shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the

contest. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

50.2 Taxes

50.2.1 A tax is a charge which is statutorily imposed by the federal, state, county, or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

50.2.2 Taxes shall include but not be limited to: federal excise tax, state/county/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

50.3 Fees/Regulatory Surcharges

50.3.1 Fees and Regulatory Surcharges include, a fee or regulatory charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting Party.

50.3.2 Fees/Regulatory Surcharges shall include but not be limited to E911/911, and Commission surcharges.

51. Trademarks and Trade Names

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use, including, but not limited to, sales, marketing or advertising of Telecommunications Services, of any name, copyrighted material, service mark, or trademark of the other Party.

52. Waiver

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

53. Bankruptcy

If any voluntary or involuntary petition or similar pleading under any Section or Sections of any bankruptcy act shall be filed by or against a Party, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Party insolvent or unable to pay the Party's debts, or the Party makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Party or for the major part of the Party's property, the other Party may, if that Party so elects but not otherwise, and with or without notice of such election or other action by that Party, forthwith terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Horry Telephone
Cooperative, Inc.

US LEC of South Carolina Inc.

By Bill Rabon

By Wanda Montano

Name Bill Rabon

Name Wanda G. Montano

Title Director-Industry Affairs

Title Vice President – Regulatory and Industry Affairs

Date 12/12/05

Date 12/14/05

GLOSSARY

1. General Rule

- 1.1 Unless the context clearly indicates otherwise, when used in the Agreement, the terms listed in the Glossary shall have the meanings stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized. Other terms that are capitalized, and not defined in this Glossary, or elsewhere in the Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.2 The words “shall” and “will” are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. Definitions

2.1 ACCESS SERVICE REQUEST (ASR).

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect Services or trunks for the purposes of interconnection.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC or the Commission.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 AGENT.

An agent or servant.

2.5 AGREEMENT.

This Agreement, as defined in Section 1 of the General Terms and Conditions.

2.6 ANCILLARY TRAFFIC.

All traffic that is destined for ancillary Services, or that may have special billing requirements, including but not limited to the following: Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and information Services requiring special billing.

2.7 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.8 AUTOMATED MESSAGE ACCOUNTING (AMA).

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE that defines the industry standard for message recording.

2.9 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling Party.

2.10 BUSINESS DAY.

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

2.11 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.12 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.13 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.14 CLAIMS.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney fees).

2.15 CLLI (COMMON LANGUAGE IDENTIFIER) CODES.

A code of up to thirty-eight (38) alphanumeric characters. CLLI codes were developed by Telcordia Technologies and are used as a method of identifying physical locations and equipment such as buildings, Central Offices, poles, and antennae.

2.16 COMMINGLE

Means the act of Commingling.

2.17 COMMINGLING

Means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network element, to one or more facilities or Services that US LEC has obtained from Horry's access Tariff or the combining of an unbundled network element, or a combination of unbundled network elements with one or more such facilities or Services.

2.18 COMMISSION.

Means the Public Service Commission of South Carolina.

2.19 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.20 COMPETITIVE LOCAL EXCHANGE CARRIER (CLEC).

Any corporation or other person other than an Incumbent Local Exchange Carrier (ILEC) legally authorized to provide Local Exchange Service.

2.21 CONVERSATION TIME.

The time that both Parties' equipment is used for a completed call measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

2.22 CROSS CONNECTION.

A jumper cable or similar connection, provided in connection with a Collocation arrangement at the Digital Signal Cross Connect, Main Distribution Frame or

other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

2.23 CUSTOMER.

A retail business or residential end-user subscriber to Telephone Exchange Services provided directly by either of the Parties, or a third party through where the provider of the Party resells End User Local Exchange Carrier service.

2.24 CUSTOMER OF RECORD.

Means the entity responsible for placing application for Service; requesting additions, rearrangements, maintenance or discontinuance of Service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.25 CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.26 DEDICATED TRANSPORT

Includes Horry transmission facilities between Wire Centers or switches owned by Horry, or between Wire Centers or switches owned by Horry and switches owned by US LEC, including, but not limited to, DS1-, DS3-, and OCn-capacity level Services dedicated to a particular Customer or carrier.

2.27 DEPOSIT.

The assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by a Party.

2.28 DIGITAL SIGNAL LEVEL 0 (DS0).

The 64 Kbps zero-level signal in the time-division multiplex hierarchy.

2.29 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.30 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.31 DS1 LOOP.

A digital local loop having a total Digital Signal Level speed of 1.544 Mbps. DS1 local loops include, but are not limited to, two-wire and four-wire copper loops

capable of providing high-bit rate digital subscriber line Services, including T1 Services.

2.32 DS3 LOOP.

A digital local loop having a total Digital Signal Level speed of 44.736 Mbps.

2.33 ENHANCED EXTENDED LINK ("EEL")

For purposes of this Agreement refers to the combination of unbundled network elements, specifically NID, Loop, multiplexing (MUX) if necessary and Dedicated Transport, in the Horry Network.

2.34 EFFECTIVE DATE.

Shall have the meaning set forth in Section 2 of the General Terms and Conditions Attachment to this Agreement.

2.35 END OFFICE SWITCH OR END OFFICE.

A switching entity that is used to terminate Customer station Loops for the purpose of interconnection of line-to-line, line-to-trunk, and trunk-to line connections.

2.36 END USER.

The ultimate user of telecommunication Services.

2.37 END USER CUSTOMER LOCATION.

The physical location of the premises where an End User makes use of telecommunication Services.

2.38 ENTRANCE FACILITY.

The facility between a Party's designated premises and the other Party's Central Office serving that designated premises.

2.39 EXCHANGE ACCESS.

Shall have the meaning set forth in the Act.

2.40 EXCHANGE AREA.

Means the geographic area that has been identified by a local exchange carrier for its provision of Telephone Exchange Services.

2.41 EXCHANGE MESSAGE INTERFACE (EMI).

Standard used for the interexchange of telecommunications message information between exchange carriers and Interexchange Carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in document SR-320 published by the Alliance for Telcom Industry Solutions.

2.42 FCC.

The Federal Communications Commission.

2.43 FCC REGULATIONS.

The regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

2.44 HORRY OPERATIONS AND NETWORK PLANNING HANDBOOK
("INTERCONNECTION MANUAL").

The document describing technical and operational coordination between the Parties.

2.45 INCUMBENT LOCAL EXCHANGE CARRIER (ILEC).

Shall have the meaning stated in the Act. For purposes of this Agreement, Horry is an ILEC.

2.46 INSIDE WIRE OR INSIDE WIRING.

All wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Demarcation Point.

2.47 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

2.48 INTERLATA TRAFFIC

Telecommunications traffic that originates in one LATA and terminates in another LATA.

2.49 ISP-BOUND TRAFFIC.

ISP-Bound Traffic means traffic that originates from or is directed, either directly or indirectly, to or through an Information Service Provider or Internet Service Provider (ISP) who is physically located in an exchange within the IntraLATA

area of the originating end user. Traffic originated from, directed to or through an ISP physically located outside the originating end user's IntraLATA area will be considered switched toll traffic and subject to access charges.

2.50 INTRALATA TRAFFIC

Telecommunications traffic that originates and terminates in the same LATA.

2.51 ISDN USER PART (ISUP).

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.52 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by Horry and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by Horry and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.53 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.54 LOCAL EXCHANGE CARRIER (LEC).

Any company that is authorized by the Commission to sell local exchange telephone or Exchange Access services. Such term does not include a company engaged in the provision of a commercial mobile service.

2.55 LOCAL EXCHANGE ROUTING GUIDE (LERG).

The Telcordia Technologies reference customarily used to identify NPA/NXX routing and homing information, as well as network element and equipment designation.

2.56 LOCAL SERVICE REQUEST (LSR).

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and Unbundled Network Elements for the purposes of ordering and provisioning of competitive local services.

2.57 LOCAL/EAS TRAFFIC.

Any call that originates from an End User physically located in one exchange and terminates to an End User physically located in either the same exchange, or other mandatory local calling areas associated with the originating End User's exchange as defined and specified by the Commission or, if not defined by the Commission,

then as defined in Horry's Tariff. As clarification of this definition and for reciprocal transport and termination compensation, Local/EAS Traffic does not include ISP-Bound Traffic.

2.58 MEASURED EXTENDED AREA SERVICE (MEAS) TRAFFIC

Any telecommunications traffic that is originated by an End User of a Party that is physically located in one exchange, and terminates to an End User of the other Party, that is physically located in another exchange, where the originating and terminating exchanges have MEAS between them. The terms exchange, and MEAS exchanges are defined and specified by the Commission or, if not defined by the Commission, then as defined in Horry's General Customer Services Tariff. For reciprocal transport and termination compensation, MEAS Traffic does not include ISP-Bound Traffic.

2.59 NEW SERVICES.

Functions, features or capabilities that are not currently offered by Horry. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.60 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as area code), followed by a 3-digit Central Office code (NXX) and a 4-digit line number.

2.61 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.62 NXX, NXX CODE, CENTRAL OFFICE ("CO") CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 connector numbers.

2.63 POINT OF INTERCONNECTION (POI).

The physical location(s) within Horry's network, at which the Parties' networks meet for the purpose of exchanging Local/EAS Traffic.

2.64 RATE CENTER AREA

A specific geographic point, which has been designated by a given LEC as being associated with one or more particular NPA/NXX code(s), which has been assigned to a LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center, provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Area as defined by the Commission.

2.65 RECIPROCAL COMPENSATION.

The arrangement for recovering costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

2.66 RESALE.

An activity wherein a certificated CLEC, such as US LEC, subscribes to the Telecommunications Services of Horry and then offers those Telecommunications Services to the public.

2.67 REVERSE COLLOCATION

Means the installation of equipment by Horry at US LEC's premises or any other entity not affiliated with Horry, or in a common location, regardless of whether Horry has a cage, for purposes of interconnection pursuant to Section 251(c)(3) of the Act.

2.68 ROUTING POINT.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA/NXXs and the Rate Center Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location. The Routing Point must be located within the LATA in which the corresponding NPA/NXX is located. However, the Routing Point associated with each NPA/NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.69 SERVICE.

Any interconnection arrangement, network element, Telecommunications Service, collocation arrangement, or other service, facility or arrangement, offered for sale by a Party under this Agreement.

2.70 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Horry and US LEC currently utilize this out-of-band signaling protocol.

2.71 SUBSIDIARY.

A corporation or other legal entity that is controlled by a Party.

2.72 SWITCHED EXCHANGE ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.73 SYNCHRONOUS OPTICAL NETWORK (SONET).

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

2.74 TANDEM

A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or point of presence, and to provide Switched Exchange Access Services.

2.75 TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.

Telephone Exchange Service traffic that originates on US LEC's network, and is transported through an Horry Tandem to the Central Office of a CLEC, interexchange carrier, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Horry Tandem to which US LEC delivers such traffic. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide ("LERG"). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

2.76 **TARIFF.**

Any applicable Federal or State tariff of a Party, approved by the FCC or the Commission, as amended from time to time.

2.77 **TELCORDIA TECHNOLOGIES.**

Formerly known as Bell Communications Research, a wholly owned Subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.78 **TELECOMMUNICATIONS CARRIER.**

Any provider of telecommunications services, except that such term does not include aggregators of telecommunications services. A Telecommunications Carrier shall be treated as a common carrier under the Telecommunications Act only to the extent that it is engaged in providing telecommunications services.

2.79 **TELECOMMUNICATIONS SERVICE.**

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

2.80 **TELEPHONE EXCHANGE SERVICE.**

Shall have the meaning set forth in the Act.

2.81 **THIRD PARTY CLAIM.**

Any claim arising under this Agreement and resulting in (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.82 **TOLL TRAFFIC.**

Traffic that is originated by a Customer of one Party on that Party's network and delivered to a Customer of the other Party on that Party's network and is not Local/EAS/MEAS Traffic or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic," depending on whether the originating and terminating points are within the same LATA.

2.83 V AND H (V&H) COORDINATES METHOD.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.84 WIRE CENTER

Denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

Interconnection Attachment

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INTERCONNECTION

This Interconnection Attachment sets forth the terms and conditions under which network interconnection is provided by Horry and US LEC. This Attachment describes the physical architecture for the interconnection of the Parties facilities and equipment for the transmission and routing of Telephone Exchange Service traffic between the respective Customers of the parties pursuant to Section 251 of the Act. Interconnection may not be used solely for the purpose of either originating a Party's own interexchange traffic or for providing information services.

1. Scope Of Agreement

- 1.1. This Interconnection Attachment sets forth specific terms and conditions for network interconnection arrangements between Horry and US LEC for the purpose of the exchange of IntraLATA Traffic that is originated by an End User Customer of one Party and is terminated to an End User Customer of the other Party, where each Party provides Telephone Exchange Service to its End User Customers directly.
- 1.2. This section is expressly limited to the transport and termination of IntraLATA Traffic originated by and terminated to End Users of the Parties in this Agreement. Traffic that is not originated and terminated directly from the Parties End Users shall be treated as local or toll based on the geographic location of the End Users of the call. Such traffic shall not be routed over trunks provisioned under this Attachment.
- 1.3. Both parties acknowledge that InterLata Traffic will be routed in accordance with Telcordia Traffic Routing Administration instructions and is not a provision of this Agreement. Toll Traffic, switched access, and special access traffic, if separately chargeable, shall be billed at the rates for the applicable elements comprising the services provided from the terminating Parties' Interstate or Intrastate Tariffs, as applicable.
- 1.4. The Parties agree that if a Party assigns telephone numbers from an NPA/NXX to an End User Customer physically located outside the Rate Center Area with which the NPA/NXX is associated, the physical location of the calling and called End User Customers shall be used to determine the jurisdiction of the telecommunications traffic for purposes of determining the appropriate compensation mechanism.

2. Service Arrangements

- 2.1 The Parties agree to exchange IntraLATA Traffic originated by an End User Customer of one Party that terminates to an End User Customer of the other Party over dedicated facilities between their networks. The Parties agree to physically

connect their respective networks so as to exchange such IntraLATA Traffic, with the Point of Interconnection (POI) designated at Horry's switch (CNWYSCXC01T). This Agreement is expressly limited to the transport and termination of IntraLATA Traffic originated by and terminated to End User Customers of the Parties in this Agreement, with the exception of Transit Traffic as defined in 2.6. Each Party shall be responsible for the cost of dedicated facilities on its side of the POI.

- 2.2 If US LEC chooses to lease transport facilities from Horry, US LEC shall compensate Horry for such leased transport facilities at Horry's appropriate Tariff rates.
- 2.3 Both Parties agree that compensation for IntraLATA Traffic shall be in the form of mutual exchange of services provided by the other Party with no billing related to exchange of such traffic issues by either Party except as otherwise provided in this Agreement.
- 2.4 Neither Party shall route un-translated traffic to service codes (e.g. 800, 888) over the dedicated interconnection facilities.
- 2.5 IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes if all of the signaling parameters are included with the traffic exchanged. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP"), where technologically and economically feasible as defined by not being a barrier to entry, of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual Internet Protocol Connection (IPC) location, not the location where the call enters the Public Switched Telephone Network (PSTN). The CPN must be a number that when dialed will reach the party originating the call. Signaling information associated with IP-Enabled Voice Traffic must comply with Section 4.6.
- 2.6 The ILEC shall provide transit functions for Local/EAS Transit Traffic originated by the CLEC or to be terminated by CLEC. ILEC shall bill and CLEC shall pay for transit charges at the rate set forth in the Pricing Attachment for all local/ EAS transit traffic US LEC originates. CLEC is responsible for negotiating any necessary interconnection arrangements directly with the third party. ILEC will not be responsible for any reciprocal compensation payments to CLEC for Transit Traffic. Any Transit Traffic that is toll shall be governed by the ILEC access tariffs. Unless and until mutually agreed to by the Parties, CLEC shall not provide ILEC any transit functions for Local/EAS Transit Traffic originated by the ILEC.

3. Transport

- 3.1 US LEC is responsible for the provision of trunking for the exchange of IntraLATA Traffic from its network to the POI. US LEC may lease facilities from Horry or an alternate third-party provider for the provision of IntraLATA

trunking. If a third party's facilities are used, US LEC will bear the full cost of leasing such facilities. When Horry provides the IntraLATA trunking facility, US LEC agrees to pay Horry applicable charges at the rates set forth in Horry's applicable Tariff(s). If US LEC's request requires Horry to build new facilities, US LEC will bear the full cost of construction. Such costs will be charged on an individual case basis. No Party will construct facilities that require the other Party to build unnecessary facilities.

- 3.2 If there is any Transit Traffic associated with traffic originated by US LEC, US LEC will be responsible for all transit charges. Horry shall bill US LEC for US LEC originated Transit Traffic that is routed to Horry for delivery to a third party, where switch homing arrangement for NPA/NXX is designated as Horry's tandem switch per the LERG. The billing shall be at the applicable Transit rate as set forth in Appendix A.
- 3.3 If US LEC chooses to lease transport from Horry, the same physical facility may be used for transport of separate trunks for IntraLATA, and other special access trunks. Charges for the special access transport will be according to Horry's applicable access Tariff rates.

4. Physical Interconnection

4.1 Trunk Types

4.1.1 IntraLATA Trunks

- 4.1.1.1 The Parties will establish dedicated IntraLATA Interconnection Trunks ("LIS Trunks") to exchange IntraLATA Traffic. Supervisory signaling specifications, and the applicable network channel interface codes for LIS Trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable Switched Access Tariffs. The Parties agree that all IntraLATA Traffic exchanged between them will be on LIS Trunks exclusively dedicated to such traffic. Neither Party will terminate InterLATA toll Switched Access traffic or originate untranslated traffic to service codes (e.g. 800,888) over LIS Trunks. LIS Trunks will be provisioned as two-way interconnection trunks.
- 4.1.1.2 The Parties shall mutually coordinate the provisioning and quantity of LIS Trunks to be utilized in this arrangement.
- 4.1.1.3 Access trunks and standard toll and access charges from each Party's respective Tariffs will apply to InterLATA and Toll Access traffic.

- 4.1.1.4 US LEC shall be responsible for establishing 911 trunks with the county or city's designated E911 provider. US LEC may purchase transport for such 911 trunks from Horry subject to applicable Tariff rates.

4.2 Call Routing

Traffic will be routed based on the digits dialed by the originating End User in accordance with the Local Exchange Routing Guide (LERG) and the trunking arrangements set forth in this Agreement.

4.3 Facility Sizing

The Parties will mutually agree on the appropriate sizing for facilities. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practices, as mutually agreed to by the Parties. US LEC will order trunks in the agreed upon quantities via an Access Service Request.

4.4 Interface Types

If the POI has an electrical interface, the interface will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Horry will provide any multiplexing required for DS1 facilities or trunking at its end and US LEC will provide any DS1 multiplexing required for facilities or trunking at its end.

4.5 Signaling

The Parties will interconnect their networks using SS7 signaling as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling based features in the interconnection of their networks. Signaling information shall be shared between the Parties. Each Party shall be responsible for its own cost related to SS7 signaling.

4.6 Signaling Parameters

Horry and US LEC are required to provide each other with the proper signaling information (e.g., originating Calling Party Number, JIP, where technologically and economically feasible as defined by not being a barrier to entry, and destination called party number, etc.), pursuant to 47 C.F.R. § 64.1601, to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, where technologically and economically feasible as defined by not being a barrier to entry, Originating Line

Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored.

4.6.1 Accurate CPN associated with the End User Customer originating the call must be provided. Accurate CPN is:

4.6.1.1 CPN that is a dialable working telephone number; that when dialed, will reach the End User Customer to whom it is assigned, at that End Users Customer site.

4.6.1.2 CPN that has not been altered.

4.6.1.3 CPN that is not a charge party number.

4.6.1.4 CPN that follows the North American Numbering Standard and can be identified in numbering databases and the LERG as an active number.

4.6.1.5 CPN that is assigned to an active End User Customer.

4.6.2 If either Party fails to provide accurate CPN (valid originating information) or JIP on at least ninety percent (90%) of total originating IntraLATA traffic, then traffic sent to the other Party without CPN or JIP (valid originating information) will be handled in the following manner. All unidentified traffic will be treated as having the same jurisdictional ratios as the ratios of the identified traffic. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction.

4.7 Equipment Additions

Where additional equipment is required, such equipment will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for US LEC's, or Horry's internal Customer demand.

4.8 N11 Codes

N11 codes (e.g., 411, 611, 711, & 911) shall not be sent between US LEC's network and Horry's network over the LIS Trunks.

4.9 Programming

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG.

5. Grade Of Service

Each Party will provision their network to provide the designed blocking objective of P.01.

6. Network Management

6.1 Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. US LEC and Horry will immediately notify each other of any protective control action planned or executed.

6.2 Mass Calling

US LEC and Horry will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The Parties agree that the promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

6.3 Network Harm

Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- 6.3.1 Promptly notify the other Party of such temporary discontinuance or refusal;

- 6.3.2 Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal; and
- 6.3.3 Inform the other Party of its right to bring a complaint to the Commission or FCC.

Resale Attachment

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RESALE

1. Discount Rates

- 1.1 The discount rates applied to US LEC purchases of Horry Telecommunications Services for the purpose of Resale shall be as set forth in the Pricing Attachment. Such discounts have been determined by the applicable Commission to reflect the costs avoided by Horry when providing a service at wholesale purposes.
- 1.2 The Telecommunications Services available for purchase by US LEC for the purposes of Resale to US LEC's End Users shall be available at Horry's Tariffed rates less the discount set forth in the Pricing Attachment to this Agreement and subject to the exclusions and limitations set forth in Section 12 in this Attachment.

2. General Provisions

- 2.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the Resale of Horry's retail Telecommunications Services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, Horry shall make available to US LEC for Resale those Telecommunications Services Horry makes available, pursuant to its General Customer Services Tariff, to customers who are not Telecommunications Carriers.
- 2.2 The Resale discount will apply to those services only under the following conditions:
 - 2.2.1 US LEC must Resale services to other End Users.
 - 2.2.2 US LEC shall not use resold local exchange telephone service to provide access or interconnection services to itself, interexchange carriers ("IXC"), wireless carriers, competitive access providers ("CAP"), or other telecommunications providers. Provided however, that US LEC may permit its end-users to use their resold local exchange telephone service to access IXCs, wireless carriers, CAPs, and other providers of telecommunications services.
- 2.3 US LEC will be the customer of record for all services purchased from Horry. Except as specified herein, Horry will take orders from, bill and receive payment from US LEC for said services.
- 2.4 US LEC will be Horry's single point of contact for all services purchased pursuant to this Agreement. Horry shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a contact number for purposes of repair and maintenance. Contact numbers shall be toll free if such service is available to other Customers or companies.

- 2.5 Horry will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Horry. Horry maintains the right to serve directly any End User within the service area of US LEC. Horry will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of US LEC. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 2.5.1 When an End User of US LEC or Horry elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the standard interval for the End User's requested service as set forth in the Interconnection Manual.
- 2.5.2 Horry and US LEC will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from Horry or US LEC to the other Party until such time that the order for service has been completed. However, Horry may contact the End User to inform them of any price changes in services remaining with Horry.
- 2.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, neither Party, nor the End User, has a property right to the telephone number or any other call number designation associated with services furnished by Horry, and no right to the continuance of service through any particular Central Office. Horry reserves the right to change such numbers, or the Central Office designation associated with such numbers, or both, whenever Horry deems it necessary to do so in the conduct of its business and in accordance with Horry practices and procedures on a nondiscriminatory basis.
- 2.7 Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations.
- 2.8 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 2.9 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 2.10 Horry can refuse service when it has grounds to believe that service will be used in violation of the law.
- 2.11 Horry will cooperate with law enforcement agencies with subpoenas and court orders relating to US LEC's End Users, pursuant to Section 35 of the General Terms and Conditions.

- 2.12 If US LEC or its End Users utilize a Horry resold Telecommunications Service in a manner other than that for which the service was originally intended as described in Horry's retail Tariffs, US LEC has the responsibility to notify Horry. Horry will only provision and maintain said service consistent with the terms and conditions of the Tariff describing said service.
- 2.13 Facilities and/or equipment utilized by Horry to provide service to US LEC remain the property of Horry.
- 2.14 Service Ordering and Operation Support Systems (OSS)
 - 2.14.1 US LEC must order services through designated Horry Resale interfaces, pursuant to this Agreement. Horry has developed and made available the interactive interfaces by which US LEC may submit a Local Service Request (LSR) electronically as set forth in the Interconnection Manual. Service orders will be in a standard format designated by Horry.
 - 2.14.2 LSRs submitted by means of one of these interactive interfaces will incur an order charge as set forth in the Pricing Attachment. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will also incur an order charge as set forth in the Pricing Attachment. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
 - 2.14.3 Denial/Restoral Charge

In the event US LEC provides a list rather than individual LSRs, of Customers to be denied or restored, each location on the list will require a separate PON and therefore will be billed as one LSR per location.
 - 2.14.4 Cancellation OSS Charge

US LEC will incur an OSS charge for an accepted LSR that is later canceled.
- 2.15 Horry may elect to provide voice mail services for US LEC upon request. Voice mail services are not subject to a Resale discount.
- 2.16 Horry will not offer Inside Wire Maintenance Service for Resale.
- 2.17 In the event US LEC acquires an End User whose service is provided pursuant to a Horry Special Assembly, Horry shall make available to US LEC that Special Assembly at the wholesale discount. US LEC shall be responsible for all terms and conditions of such Special Assembly including, but not limited to, termination liability, if applicable.

- 2.18 Pursuant to 47 CFR Section 51.617, Horry shall bill to US LEC without discount, and US LEC shall pay, the End User Common Line Charges identical to the End User Common Line Charges Horry bills its End Users, Telecommunication Relay Services (TRS) Charges, E911/911 Charges, and any other regulatory mandated charge will apply for each local exchange service resold under this agreement in accordance with Horry's tariffs and regulatory governing bodies.
 - 2.19 To the extent allowable by law, US LEC shall be responsible for any Primary Interexchange Carrier ("PIC") change charges associated with such resold local exchange line. US LEC shall pay for PIC changes at the applicable rate applied to Horry's own end-users.
 - 2.20 US LEC is responsible for ensuring that all of its end-users' customer premises equipment complies with the requirements of the Federal Communications Commission. Any damage to Horry's facilities caused by unauthorized connection of equipment that is not in compliance with 47 CFR Part 68, shall be repaired at the expense of US LEC.
 - 2.21 Unless otherwise specifically provided herein, if US LEC is found to be in violation of a provision of this Agreement, Horry shall notify US LEC of the violation in writing of the specific provision being violated. At such time, US LEC shall have fifteen (15) days from the date the notice was postmarked to correct the violation and notify Horry in writing that the violation has been corrected. Upon correction of said violation, Horry shall have the option of either billing US LEC for the charges which should have been collected by Horry or the actual revenues collected by US LEC from its end-users for the stated violation. In addition, interest at a rate of 18% annually compounded daily for the number of days from the back billing date and including the date that US LEC actually makes the payment to Horry may be assessed. If US LEC disputes the violation, it shall notify Horry in writing within ten (10) days after the notice was postmarked by the United States Postal Service.
3. Horry's Provision of Services to US LEC
- 3.1 Resale of Horry services shall be as follows:
 - 3.1.1 The Resale of Telecommunications Services shall be limited to users and uses conforming to the class of service restrictions.
 - 3.1.2 Shared Tenant Service Customers can only be sold those local Exchange Access services available in the Shared Tenant Service provisions of Horry's General Customer Services Tariff in the state of South Carolina.
 - 3.1.3 Except where otherwise explicitly provided in Horry's Tariff, US LEC shall not permit the sharing of service by multiple end-users or the aggregation of traffic from multiple end-users onto a single party service.

- 3.1.4 Horry reserves the right to periodically audit services purchased by US LEC to establish authenticity of use. Such audit shall not occur more than once in a calendar year. US LEC shall make any and all records and data available to Horry, or Horry's auditors, on a reasonable basis. Horry shall bear the cost of said audit. Any information provided by US LEC for purposes of such audit shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.
- 3.2 Subject to the exclusions and limitations on Resale services in Section 12 of this Attachment, resold services can only be used in the manner as specified in Horry's Tariffs. Resold services are subject to the same terms and conditions as specified for such services when furnished to an individual End User of Horry in the appropriate section of Horry's Tariffs. Specific Tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.
- 3.3 US LEC may Resale services only within the specific service area as defined in its certificate of operation approved by the Commission.
- 3.4 If US LEC cancels an order for resold services, any costs incurred by Horry in conjunction with provisioning of such order will be recovered in accordance with Horry's General Customer Services Tariffs.
- 3.5 Service Jointly Provisioned with Other ILEC or CLEC Service Areas
 - 3.5.1 Horry will in some instances jointly provision resold services in accordance with the General Customer Services Tariff with another ILEC or CLEC.
 - 3.5.2 When US LEC assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the Horry service area only.
 - 3.5.3 Service terminating in another ILEC or CLEC area will be provisioned and billed by the other ILEC or Competitive Local Exchange Carrier directly to US LEC.
 - 3.5.4 US LEC must establish a billing arrangement with the other ILEC or Competitive Local Exchange Carrier prior to assuming an End User account where such circumstances apply.
 - 3.5.5 Specific guidelines regarding services are available in the Interconnection Manual.
- 4. Maintenance of Services
 - 4.1 Services resold pursuant to this Attachment and Horry's General Customer Service Tariff and facilities and equipment provided by Horry shall be maintained by Horry.

- 4.2 US LEC Customers are to be instructed by US LEC to call US LEC when resold services experience technical difficulties.
 - 4.3 US LEC or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by Horry except with the written consent of Horry.
 - 4.4 US LEC accepts responsibility to notify Horry of situations that arise that may result in a service problem.
 - 4.5 US LEC will contact the appropriate repair centers in accordance with procedures established by Horry.
 - 4.6 For all repair requests, US LEC shall adhere to Horry's prescreening guidelines prior to referring the trouble to Horry.
 - 4.7 Horry will bill US LEC for handling troubles that are found not to be in Horry's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what Horry charges to its retail Customers for the same services.
 - 4.8 Horry reserves the right to contact US LEC's End Users, if deemed necessary, for maintenance purposes.
5. Discontinuance of Service
- 5.1 The procedures for discontinuing service to an End User are as follows:
 - 5.1.1 Horry will deny service to US LEC's End User on behalf of, and at the request of, US LEC. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of US LEC.
 - 5.1.2 At the request of US LEC, Horry will disconnect a US LEC End User.
 - 5.1.3 All requests by US LEC for denial or disconnection of an End User for nonpayment must be in writing.
 - 5.1.4 US LEC will be made solely responsible for notifying the End User of the proposed disconnection of the service.
 - 5.1.5 Horry will work with US LEC to process annoyance call complaints and will advise US LEC when it is determined that annoyance calls are originated from one of US LEC's End Users. Horry shall be indemnified, defended and held harmless by US LEC and/or the End User against any claim, loss or damage arising from providing this information to US LEC. It is the responsibility of US LEC to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in Horry's disconnecting the End User's service.

6. White Pages Listings

- 6.1 Horry shall provide US LEC and its End Users access to white pages directory listings in accordance with Section 10 of the General Terms and Conditions Attachment and, in addition, under the following conditions:

6.1.1 Unlisted/Non-Published End Users

US LEC will be required to provide to Horry the names, addresses and telephone numbers of all US LEC End Users who wish to be omitted from directories. Unlisted/Non-Published listings will be subject to the rates as set forth in Horry's General Customer Services Tariff.

- 6.1.2 Inclusion of US LEC End Users in Directory Assistance Database. Horry will include and maintain US LEC End User listings in Horry's Directory Assistance databases. US LEC shall provide such Directory Assistance listings to Horry at no charge.

6.1.3 Listing Information Confidentiality

Horry will afford US LEC's directory listing information the same level of confidentiality that Horry affords its own directory listing information.

6.1.4 Additional Listings

Additional listings will be offered by Horry at Tariffed rates as set forth in the General Customer Services Tariff and shall be subject to the wholesale discount.

6.1.5 Rates

So long as US LEC provides listing information to Horry as set forth in this Section, Horry shall provide to US LEC one (1) basic White Pages directory listing per US LEC End User at no charge other than applicable service order charges as set forth in Horry's Tariffs. Where a subsequent LSR is placed solely to request a directory listing, a separate service order charge as set forth in Horry's Tariffs shall apply, as well as the manual service order charge or the electronic service order charge, as appropriate, as described in the Pricing Attachment of this Agreement.

- 6.2 Directories. Horry or its Agent shall make available White Pages directories in accordance with Section 10 of the General Terms and Conditions Attachment.

- 6.3 US LEC shall submit Subscriber Listing Information (SLI) pursuant to the procedures set forth in the Interconnection Manual.

- 6.3.1 US LEC authorizes Horry to release all US LEC SLI provided to Horry by US LEC to qualifying third parties pursuant to a license agreement. Such US LEC SLI shall be intermingled with Horry's own End User listings

and listings of any other CLEC that has authorized a similar release of SLI.

- 6.3.2 No compensation shall be paid to US LEC for Horry's receipt of US LEC SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent Horry incurs costs to modify its systems to enable the release of US LEC's SLI, or costs on an ongoing basis to administer the release of US LEC SLI, US LEC shall pay to Horry its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of US LEC's SLI, US LEC will be notified. If US LEC does not wish to pay its proportionate share of these reasonable costs, US LEC may instruct Horry, in writing that it does not wish to release its SLI to independent publishers.
- 6.3.3 Neither Horry nor any Agent shall be liable for the content or accuracy of any SLI provided by US LEC under this Agreement. US LEC shall indemnify, except to the extent caused by Horry's gross negligence or willful misconduct, hold harmless and defend Horry and its agents from and against any damages, losses, liabilities, demands, Claims, suits, judgments, costs and expenses including, but not limited to, reasonable attorneys' fees and expenses arising from Horry's Tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate US LEC listings or use of the SLI provided pursuant to this Agreement. Horry may forward to US LEC any complaints received by Horry relating to the accuracy or quality of US LEC listings.
- 6.3.4 Listings and subsequent updates will be released consistent with Horry system changes and/or update scheduling requirements.

7. Operator Services (Operator Call Processing and Directory Assistance)

- 7.1 Horry obtains operator services and Directory Assistance (DA) from a third party provider. Horry will provide non-discriminatory access to US LEC chosen operator service and DA providers using the same interfaces used for Horry's third party provider. Where US LEC resells Horry's services and utilizes a third party operator services provider, Horry will route US LEC's End User calls to that provider through Selective Call Routing (SCR) using Line Class Codes (LCC).
- 7.2 LCC provides the capability for US LEC to have its Operator Call Processing and Directory Assistance calls routed to its own or an alternate Operator Services/DA platform. LCC is only available if line class code capacity is available in the requested Horry End Office Switches
- 7.3 The rates for SCR-LCC are as set forth in the Pricing Attachment. There is a nonrecurring charge for the establishment of each LCC in each Horry Central Office.

8. Line Information Database (LIDB)

8.1 The Horry Line Information Database (LIDB) stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.

8.2 Where US LEC is purchasing Resale services, Horry shall utilize Horry's service order generated from US LEC LSRs to populate LIDB with US LEC's End User information. Horry provides access to information in its LIDB, including US LEC End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to applicable Tariffs. Information stored for US LEC, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

8.2.1 When necessary for fraud control measures, Horry may perform additions, updates and deletions of US LEC data to the LIDB.

8.3 Responsibilities of the Parties

8.3.1 Horry will administer the data provided by US LEC pursuant to this Agreement in the same manner as Horry administers its own data.

8.3.2 US LEC is responsible for completeness and accuracy of the data being provided to Horry.

8.3.3 Horry shall not be responsible to US LEC for any lost revenue which may result from Horry's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by Horry in its sole discretion from time to time.

9. RAO Hosting

9.1 RAO Hosting is not required for Resale in the Horry region.

10. Optional Daily Usage File (ODUF)

10.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit A. Rates for ODUF are as set forth in the Pricing Attachment.

10.2 Horry will provide ODUF service 120 days after a written request.

11. Enhanced Optional Daily Usage File (EODUF)

11.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit B. Rates for EODUF are as set forth in the Pricing Attachment.

11.2 Horry will provide EODUF service 120 days after a written request.

12. Discount Exclusions and Limitations on Resale Services

12.1 Grandfathered Services

12.1.1 Horry will provide the Grandfathered Services for Resale at discounted Resale rates. Grandfathered services may be resold only to existing subscribers of the Grandfathered Service.

12.2 Promotions

12.2.1 Horry will offer to US LEC for Resale to US LEC's qualifying End Users, the same promotions on services that Horry offers directly to its End Users. Promotions shall only be available for the term set forth in the applicable Tariff.

12.2.2 Horry will offer promotions having less than a ninety (90) day duration at the discounted Resale rate. Promotions having a duration of ninety (90) days or more will be not be available at the discounted Resale rate.

12.3 Lifeline/Link-Up Services

12.3.1 Horry will offer to US LEC Lifeline and Link-Up services for Resale at the discounted Resale rate.

12.4 Nonrecurring Charges

12.4.1 Nonrecurring charges for Tariffed services will be assessed in accordance with the discounted Resale rate.

Exhibit A

Local Service Resale

The prices charged to US LEC for Local Service shall be calculated using the avoided cost discount applicable in the State. The discount is to be determined on the basis of the retail rate charged to subscribers for the Telecommunications Service, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by Horry. Such discounts will be applied against the Horry Retail Rates.

“Retail Rates” are the effective rates the Horry retail Customer would pay Horry under the retail offering selected by CLEC, taking into consideration all applicable discounts, including, but not limited to, volume, term and time of day.

A “Retail Offering” is a Tariff retail rate element, or package of retail rate elements, which Horry offers its retail Customers.

A “Customer Transfer Charge” (CTC) will be charged to the US LEC when transferring any existing account or lines from Horry to CLEC. The rate billed will be the current Initial Service Order Charge as listed in the Horry General Customer Services Tariff.

Services Available for Resale with Applicable Discounts

Service	Resale Position (Y-N)	Discount Applicable (Y-N)	Discount Rate
Basic Local Exchange Service	Y	Y	9.1%
Listing Services	Y	Y	9.1%
Foreign Exchange Service	Y	Y	9.1%
Digital Network Services (Digital Data)	Y	Y	9.1%
Channels Services (Private Line)	Y	Y	9.1%
High Capacity DS1 Service	Y	Y	9.1%
Grandfathered Services	N	N	NA
Contract Service Arrangements	N	N	NA
Frame Relay Service	Y	Y	9.1%
Centrex Service	Y	Y	9.1%
ISDN Services	Y	Y	9.1%
Local Calling Plans	Y	Y	9.1%
Installation and Non-recurring Service Charges	Y	N	NA
Restoration Charge (Service Reconnect)	Y	N	NA
Direct Inward Dialing (DID) Service	Y	Y	9.1%
Analog Channel Service	Y	Y	9.1%
Promotional Offering (>90 Days)	Y	N	NA
Service Features	Y	Y	9.1%

Billing Charges

Development of Usage Files		ICB Per Development Hour
ODUF File / Month		\$ TBD
EODUF File / Month		\$ TBD

Exhibit B
Optional Daily Usage File

1. Upon written request from US LEC, Horry will provide the Optional Daily Usage File (ODUF) service to US LEC pursuant to the terms and conditions set forth in this section.
2. US LEC shall furnish all relevant information required by Horry for the provision of the ODUF.
3. The ODUF feed provides US LEC messages that were carried over the Horry network and processed by Horry for US LEC.
4. Charges for ODUF will appear on US LEC's monthly bills for the previous month's usage in arrears. The charges are as set forth in the Pricing Attachment
5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
 - 5.1 Messages that error in the billing system of US LEC will be the responsibility of US LEC. If, however, US LEC should encounter significant volumes of errored messages that prevent processing by US LEC within its systems, Horry will work with US LEC to determine the source of the errors and the appropriate resolution.
6. ODUF Specifications
 - 6.1 ODUF Message to be Transmitted
 - 6.1.1 The following messages recorded by Horry will be transmitted to US LEC:
 - Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)
 - Measured Local Calls
 - IntraLATA Toll
 - WATS and 800 Service
 - N11
 - Information Service Provider Messages

- 6.1.2 Rated Incollects (messages Horry receives from other revenue accounting offices) appear on ODUF. Rated Incollects will be intermingled with Horry recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 Horry will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to US LEC.
- 6.1.4 In the event that US LEC detects a duplicate on ODUF they receive from Horry, US LEC will drop the duplicate message and will not return the duplicate to Horry).

6.2 ODUF Physical File Characteristics

- 6.2.1 ODUF will be distributed to US LEC via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If Horry determines the Secure FTP Mailbox is nearing capacity levels, Horry may move the Customer to CONNECT:Direct file delivery.
- 6.2.2 If the Customer is moved, CONNECT:Direct data circuits (private line or dial-up) will be required between Horry and US LEC for the purpose of data transmission. Where a dedicated line is required, US LEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with Horry. US LEC will also be responsible for any charges associated with this line. Equipment required on the Horry end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be US LEC's responsibility. Where a dial-up facility is required, dial circuits will be installed in the Horry data center by Horry and the associated charges assessed to US LEC. Additionally, all message toll charges associated with the use of the dial circuit by US LEC will be the responsibility of US LEC. Associated equipment on the Horry end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on US LEC end for the purpose of data transmission will be the responsibility of US LEC.
- 6.2.3 If US LEC utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of US LEC.

6.3 ODUF Packing Specifications

6.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

6.3.2 The OCN, from RAO, and Invoice Number will control the invoice sequencing. The from RAO will be used to identify to US LEC which Horry RAO is sending the message. Horry and US LEC will use the invoice sequencing to control data exchange. Horry will be notified of sequence failures identified by US LEC and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 US LEC will notify Horry within one Business Day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g., out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. US LEC will not be required to return the actual rejected data to Horry. Rejected packs will be corrected and retransmitted to US LEC by Horry.

6.5 ODUF Control Data

6.5.1 US LEC will send one confirmation record per pack that is received from Horry. This confirmation record will indicate US LEC's receipt of the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by US LEC for reasons stated in the above section.

6.6 ODUF Testing

6.6.1 Upon request from US LEC, Horry shall send ODUF test files to US LEC. The Parties agree to review and discuss the ODUF file content and/or format. For testing of usage results, Horry shall request that US LEC set up a production (live) file. The live test may consist of US LEC's employees making test calls for the types of services US LEC requests on ODUF. These test calls are logged by US LEC, and the logs are provided to Horry. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

Exhibit C

Enhanced Optional Daily Usage File

1. Upon written request from US LEC, Horry will provide the Enhanced Optional Daily Usage File (EODUF) service to US LEC pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. US LEC shall furnish all relevant information required by Horry for the provision of the EODUF.
3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for EODUF will appear on US LEC's monthly bills for the previous month's usage in arrears. The charges are as set forth in the Pricing Attachment.
5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
6. Messages that error in the billing system of US LEC will be the responsibility of US LEC. If, however, US LEC should encounter significant volumes of errored messages that prevent processing by US LEC within its systems, Horry will work with US LEC to determine the source of the errors and the appropriate resolution.
7. EODUF Specifications.

7.1 EODUF Usage To Be Transmitted

7.1.1 The following messages recorded by Horry will be transmitted to US LEC:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured local calls
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls
- Credit/Cancel Records
- Usage for Voice Mail Message Service

7.1.2 Customer usage data for flat-rated local call originating from US LEC's End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

- Date of Call
- From Number
- To Number
- Connect Time
- Conversation Time
- Method of Recording
- From RAO
- Rate Class
- Message Type
- Billing Indicators
- Bill to Number

7.1.3 Horry will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to US LEC.

7.1.4 In the event that US LEC detects a duplicate on EODUF they receive from Horry, US LEC will drop the duplicate message (US LEC will not return the duplicate to Horry).

7.2 EODUF Physical File Characteristics

7.2.1 EODUF feed will be distributed to US LEC via Secure File Transfer Protocol (FTP). The EODUF messages will be intermingled among US LEC's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except on holidays. If Horry determines the Secure FTP mailbox is nearing capacity levels, Horry may move the Customer to CONNECT:Direct file delivery.

7.2.2 Data circuits (private line or dial-up) may be required between Horry and US LEC for the purpose of data transmission. Where a dedicated line is required, US LEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with Horry. US LEC will

also be responsible for any charges associated with this line. Equipment required on the Horry end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the Horry data center by Horry and the associated charges assessed to US LEC. Additionally, all message toll charges associated with the use of the dial circuit by US LEC will be the responsibility of US LEC. Associated equipment on the Horry end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on US LEC's end for the purpose of data transmission will be the responsibility of US LEC.

- 7.2.3 If US LEC utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of US LEC.

7.3 EODUF Packing Specifications

- 7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The OCN, from (RAO), and Invoice Number will control the invoice sequencing. The from RAO will be used to identify to US LEC which Horry RAO is sending the message. Horry and US LEC will use the invoice sequencing to control data exchange. Horry will be notified of sequence failures identified by US LEC and resend the data as appropriate.

Unbundled Network Elements Attachment

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UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1 This Attachment sets forth the unbundled network elements that Horry agrees to offer to US LEC in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled network elements are described below in this Attachment. The price for each unbundled network element are set forth in the pricing attachment.
- 1.2 For purposes of this Agreement, "Network Element" is defined to mean a facility or equipment provided by Horry on an unbundled basis as is used by US LEC in the provision of a Telecommunications Service.
 - 1.2.1 Except as otherwise required by law, Horry shall not impose restrictions or requirements for the use of the network elements that would impair the ability of US LEC to offer Telecommunications Service in the manner US LEC intends.
- 1.3 Horry shall, upon the request of US LEC, and to the extent technically feasible, provide to US LEC access to its network elements for the provision of US LEC's Telecommunications Service. If no rate is identified in the contract, Horry will provide to US LEC the rate for the specific service or function prior to accepting the UNE order from US LEC.
- 1.4 US LEC may Commingle UNEs with Tariffed access services ordered and obtained from Horry as provided for in this Agreement. Each component of the commingled facility, either UNE or access service, will be billed at the UNE or access service rate for that component, plus applicable non-recurring charges.
- 1.5 US LEC may combine Horry provided UNEs to any and all facilities and services whether provided by Horry, US LEC or a third party.
- 1.6 US LEC may not access an unbundled network element for the exclusive provision of Mobile Wireless Services or Interexchange Services. (47 C.F.R. § 51.309(b) For purposes of Section 1.6:
 - 1.6.1 "Mobile Wireless Services" shall mean any mobile wireless telecommunications service, including any commercial mobile radio service (47 C.F.R. § 51.5); and
 - 1.6.2 "Interexchange Services" shall mean telecommunications service between station in different exchange areas.
- 1.7 US LEC will adopt and adhere to the standards contained in the applicable Horry Operations and Network Planning Handbook ("Interconnection Manual").

- 1.8 US LEC may purchase and use network elements from Horry in accordance with 47 C.F.R 51.309.
- 1.9 Horry shall offer and provide US LEC services and features that are technically feasible at parity with those provided by Horry to it or any other party.

2. Loops

- 2.1 The local loop network element ("Loop(s)") is defined as a transmission facility between a distribution frame (or its equivalent) in Horry's Central Office and the loop demarcation point at an end-user Customer premises. Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local loops. The local loop network element includes all features, functions, and capabilities of the transmission facilities, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and dark fiber. US LEC shall purchase the entire bandwidth of the loop; Horry shall not subdivide the frequency of the loop. Horry shall provide access to the local loop network element below the DS1 level set forth in this Attachment.
- 2.2 The Loop does not include any packet switched features, functions or capabilities.
- 2.3 In new build (greenfield) areas, where Horry has only deployed Fiber-To-The Premise (FTTP) facilities, Horry is under no obligation to provide loops. FTTP facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.
 - 2.3.1 In FTTP overbuild situations where Horry also has copper loops, Horry will make those copper loops available to US LEC on an unbundled basis, until such time as Horry chooses to retire those copper loops using the FCC's network disclosure requirements. In these cases, Horry will offer a 64 Kbps voice grade channel over its FTTP facilities to the End User. The 64 Kbps voice grade unbundled channels will have the same traffic characteristics as the other voice grade channels delivered on the FTTP facility.
 - 2.3.2 Furthermore, in FTTP overbuild areas where Horry has not yet retired copper facilities, Horry is not obligated to ensure that such copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by US LEC. If a request is received by Horry for a copper loop, and the copper facilities have not yet been retired, Horry will

restore the copper loop to serviceable condition if technically feasible. In these instances of loop orders in an FTTP overbuild area, Horry's standard loop provisioning interval will apply if the loop is in serviceable condition. If the loop is not in serviceable condition, the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.

- 2.4 US LEC may not purchase loops or convert Special Access circuits to loops if such loops will be used to provide wireless Telecommunications Services.
- 2.5 Where facilities are available, Horry will install loops in compliance with the Horry Interconnection Manual. For orders of fifteen (15) or more loops, the installation and any applicable order coordination as described below will be handled on a project basis, and the intervals will be set by the Horry project manager for that order. When loops require a service inquiry prior to issuing the order to determine if facilities are available, the interval for the service inquiry process is separate from the installation interval.
- 2.6 Horry will only provision, maintain and repair the Loops to the standards that are consistent with the type of loop ordered.
- 2.7 US LEC may order a loop to be tagged with the circuit ID and US LEC name. Rates for loop tagging are as set forth in the Pricing Attachment.
- 2.8 Loop Testing/Trouble Reporting. US LEC will be responsible for testing and isolating troubles on the loops. US LEC must test and isolate troubles to the Horry facility and report the trouble to the Horry Repair Center. Upon request from Horry at the time of the trouble report, US LEC will be required to provide the results of the US LEC test which indicate a problem on the Horry-provided Loop.
- 2.9 Once US LEC has isolated a trouble to the Horry-provided loop, and has issued a trouble report to Horry on the loop, Horry will take the actions necessary to repair the loop if a trouble actually exists. Horry will repair the loop in the same time frames that Horry repairs similarly situated loops to its End Users. Upon request by US LEC, and when available, Horry will provide estimated time to repair during service interruptions and corrective action taken after service has been restored to US LEC.
 - 2.9.1 If US LEC reports a trouble on a non-designed or designed loop and no trouble actually exists on Horry's network, Horry will charge US LEC for any dispatching and testing (both inside and outside the Central Office) required by Horry in order to confirm the loop's working status. Horry will assess the applicable maintenance of service rates from the applicable Tariff.

2.10 Loop Types

Subject to the conditions set forth in this Attachment and to the extent required by Applicable Law, Horry shall allow US LEC to access loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Attachment. Horry will determine the specific transmission technology by which the loop will be provided. The available loop types are as set forth below:

2.10.1 Analog Loops

Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, US LEC must specify the signaling option from among the following: repeat link start, link reverse battery, or ground start. For the four-wire configuration, US LEC must specify the signaling option. The actual loop facilities may utilize various technologies or combinations of technologies.

Unbundled voice loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. Horry, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, Horry will only ensure that the newly provided facility will support voice grade services.

2.10.2 Digital Loops

Digital compatible or qualified loops include 2-wire Basic Rate Interface ISDN compatible loop, 2-wire ADSL compatible loop, 2-wire HDSL compatible loop, 4-wire HDSL compatible loop and 4-wire Digital loop/DS0 64 Kbps, 56 Kbps and below compatible loops. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Horry will determine the specific transmission technology by which the loop will be provided. Such technologies are used singularly or in tandem in providing service.

2.10.2.1 2-wire ISDN digital compatible loops will be provisioned according to industry standards for 2-Wire Basic Rate Interface ISDN services.

- 2.10.2.2 2-wire ADSL-Compatible Loop. This is a designed 2-wire loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of loop length).
- 2.10.2.3 4-wire HDSL-Compatible Loop. This is a designed loop that meets Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit.
- 2.10.2.4 4-wire Unbundled Digital/DS0 compatible Loop. These are designed 4-wire loops that may be configured as 64 Kbps, 56 Kbps, 19 Kbps, and other sub-rate speeds associated with digital data services.
- 2.10.2.5 DS1 Loop This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-wire DS1 Network Interface at the End User's location. For purposes of this Agreement, DS1 Loops include 2-wire and 4-wire copper Loops capable of providing high-bit rate digital subscriber line services, such as 2-wire and 4-wire HDSL Compatible Loops.
- 2.10.2.6 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
 - 2.10.2.6.1 DS3 Loop requires a service inquiry in order to ascertain availability.
 - 2.10.2.6.2 DS3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies.

- 2.11 US LEC will be responsible for testing and isolating troubles on the loops to the last point of access. Once US LEC has isolated a trouble to the Horry-provided loop, US LEC will issue a trouble to Horry on the loop. Horry will take the actions necessary to repair the loop if a trouble actually exists. Horry will repair these loops in the same time frames that Horry repairs similarly situated loops to its Customers.

3.0 Dedicated Transport

- 3.1 Horry shall provide US LEC with nondiscriminatory access to DS1 and DS3 Dedicated Transport on an unbundled basis, as set forth in this Agreement. A “route” is a transmission path between one of Horry’s Wire Center or switches and another of Horry’s Wire Centers or switches. A route between two points (*e.g.*, Wire Center or switch “A” and Wire Center or switch “Z”) may pass through one or more intermediate Wire Centers or switches (*e.g.*, Wire Center or switch “X”). Transmission paths between identical end points (*e.g.*, Wire Center or switch “A” and Wire Center or switch “Z”) are the same “route,” irrespective of whether they pass through the same intermediate Wire Centers or switches, if any. Horry shall not be required to provide to US LEC unbundled access to interoffice transmission facilities that do not connect a pair of Wire Centers or switches owned by Horry (Entrance Facilities).

3.2 Technical Requirements

- 3.2.1 Horry shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

- 3.2.2 Horry shall offer the following interface transmission rates for Dedicated Transport:

3.2.2.1 DS0 Equivalent;

3.2.2.2 DS1;

3.2.2.3 DS3;

- 3.2.3 Horry shall design Dedicated Transport according to its network infrastructure. US LEC shall specify the termination points for Dedicated Transport.
 - 3.2.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and Horry Technical References;
 - 3.2.5 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986
- 3.4 Multiplexing Language
- 3.4.1 Unbundled Channelization (Multiplexing)
 - 3.4.1.1 To the extent US LEC is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a Horry central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of Horry. Once UC has been installed, US LEC may request channel activation on a channelized facility and Horry shall connect the requested facilities via COCIs. The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.
 - 3.4.1.2 Horry shall make available the following channelization systems and interfaces:
 - 3.4.1.3 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.
 - 3.4.1.4 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 3.5 Technical Requirements.
- 3.5.1 In order to assure proper operation with Horry provided central office multiplexing functionality, US LEC's channelization equipment must adhere strictly to form and protocol standards. US LEC must also adhere to such applicable industry standards for the multiplex channel bank, for

voice frequency encoding, for various signaling schemes, and for sub rate digital access.

4 Enhanced Extended Link (“EEL”)

- 4.1 US LEC may order UNEs either individually or in the combinations, including EEL as specifically set forth in this Section of the Agreement.
- 4.2 Horry will allow US LEC to order each UNE individually in order to permit US LEC to combine UNEs with other UNEs obtained from Horry as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its End Users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Horry’s network or in combination with any other Network Elements that are currently combined in Horry’s Network. Upon request, Horry will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Horry’s network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Horry’s network.
- 4.3 US LEC may Commingle an unbundled network element or combination of UNEs with access Services purchased from Horry. Upon request, Horry will perform the work necessary to Commingle such UNE or UNE combinations with wholesale Services purchased from Horry. Each component of the commingled facility, either UNE or access Service, will be billed at the UNE or access Service rate for that component, plus applicable non-recurring charges. Access Service rates will be per the appropriate Tariff. Horry will provide US LEC access to EEL as provided in this Agreement. Any request by US LEC for Horry to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in this Agreement and made available to US LEC upon implementation by Horry of the necessary operational modifications.
- 4.4 US LEC must have state certification to provide local voice Service in the area being served or, in the absence of a state certification requirement, US LEC must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice Service in the area served.

5 Loop Conditioning

- 5.1 Subject to applicable and effective FCC rules and orders, Horry shall condition loops, as requested by US LEC, whether or not Horry offers advanced Services to the End User on that loop.
- 5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline

Telecommunications Services, including xDSL Service. Such devices include, but are not limited to: bridge taps, low pass filters, and range extenders.

- 5.3 Standard copper loop design allows up to 6000 feet of bridgetap. US LEC may order removal of all or part of this bridgetap for a rate set in the Pricing Attachment.
 - 5.4 Horry will not modify a loop in such a way that it no longer meets the technical parameters of the original loop type (e.g., voice grade, ADSL, etc.) being ordered.
6. Loop Make-Up
- 6.1 Horry shall make available to US LEC, a loop qualification service inquiry process that will provide a description of an available copper facility for a specified Customer location at no charge to US LEC. This information will allow US LEC to make a determination of the loop's capabilities to support the Service that US LEC intends to provide to the Customer. It will also allow US LEC to determine what type of loop conditioning activities, if any, may be needed by US LEC.
 - 6.2 The information provided via this process includes: 1) the portion of the loop if Served by digital loop carrier, 2) cable lengths and gauges, 3) the presence and location of load coils, 4) the presence, location and length of bridge taps.
 - 6.3 This process is available to US LEC based on the telephone number or specific address. Requests submitted based on telephone numbers will provide the loop make-up of the loop currently serving that telephone number. Requests submitted based on a specific address will contain a single loop make-up for an available copper loop if available at that Customer's location.
7. Integrated Digital Loop Carriers
- 7.1 Where US LEC has requested an Unbundled Loop and Horry uses IDLC systems to provide the local service to the End User and Horry has a suitable alternate facility available, Horry will make such alternative facilities available to US LEC as follows:
 - 7.1.1 Roll the circuit(s) from the IDLC to any spare copper that exists to the end user premises.
 - 7.1.2 Roll the circuit(s) from the IDLC to any spare Universal Digital Loop Carrier ("UDLC") facilities that exist to the end user premises. For purposes of this subsection 7.1.2, UDLC means a digital loop carrier system whose T-1 lines are powered by a digital channel bank, known as a central office terminal. The central office terminal interfaces with the switch through analog lines.

7.1.3 If a suitable alternative facility is not available, then to the extent it is technically feasible, Horry will implement one of the following alternative arrangements for US LEC: (e.g. hairpinning).

7.2 If no alternate facility is available, and upon request from US LEC, and if agreed to by both Parties, Horry will utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. US LEC will then have the option of paying the one-time SC rates to place the Loop.

8. Network Interface Device (NID)

8.1 The NID is defined as any means of interconnection of end-user Customer premises wiring to Horry's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's on-premises wiring. Each chamber, or division, contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

8.2 Horry shall permit US LEC to connect US LEC's loop facilities to on-premises wiring through the Horry NID or at any other technically feasible point.

8.3 In no case shall either Party remove or disconnect the other party's loop facilities from either party's NIDs, enclosures, or protectors, apart from state regulatory requirement, without providing prior notice to the other Party, and without appropriately capping off and guarding the other Party's loop. In such cases, it shall be the responsibility of the disconnecting party to properly ground the other party's loop, ensure there is a not safety hazard, maintain the NID, and assume full liability for its action and any adverse consequences. US LEC will hold Horry harmless for any liability associated with the removal of the Horry loop from the Horry NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.

8.4 In no case shall either Party remove or disconnect ground wires from Horry's NIDs, enclosures, or protectors.

8.5 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from Horry's NID enclosures.

8.6 Existing Horry NIDs will be operational and provided in an "as is" condition. US LEC may request Horry to do additional work to the NID on a time and material

basis. When US LEC deploys its own local loops in a multiple-line termination device, US LEC shall specify the quantity of NID connections that it requires within such device.

9. Operations Support Systems

- 9.1 Subject to the conditions set forth in the UNE Attachment, Horry shall provide US LEC with access to information required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Access to information provided by Horry to US LEC will be at parity with access to information it provides to itself and its affiliates. All such transactions shall be submitted by US LEC as determined by Horry.

10. Availability of Other UNEs on an Unbundled Basis

- 10.1 Any request by US LEC for access to a Horry network element that is not already available and that Horry is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to this section.

- 10.2 Notwithstanding anything to the contrary in this section, a Party shall not be required to provide a proprietary network element to the other Party under this section except as required by Applicable Law.

10.3 Bona Fide Request (BFR)

- 10.3.1 Horry shall, upon request of US LEC, provide to US LEC access to its network elements at any technically feasible point for the provision of US LEC's Telecommunications Service where such access is necessary and failure to provide access would impair the ability of US LEC to provide Services that it seeks to offer. Any request by US LEC for access to a network element, for the provisioning of any Service or product that is not already available shall be treated as a BFR, and shall be submitted to Horry pursuant to the BFR process set forth following.

- 10.3.2 A BFR shall be submitted in writing to Horry by US LEC and shall specifically identify the requested service date, technical requirements, space requirements and/or such specifications that clearly define the request such that Horry has sufficient information to analyze and prepare a response.

- 10.3.3 Within ten (10) calendar days of its receipt, Horry shall acknowledge receipt of the BFR.

- 10.3.4 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a BFR, Horry shall provide to US LEC a preliminary analysis of such BFR. If applicable, the preliminary analysis shall confirm

whether the receiving Party will offer access to the UNE, including whether it is technically or operationally feasible.

- 10.3.5 Upon receipt of the preliminary analysis, US LEC shall, within thirty (30) calendar days, notify Horry, in writing, of its intent to proceed or not to proceed.
- 10.3.6 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to proceed with developing the BFR, Horry shall provide to US LEC a BFR Quote which will include, at a minimum, a description of each Service, the availability, the applicable rates and the installation intervals.
- 10.3.7 Within thirty (30) calendar days of its receipt of the BFR Quote, US LEC must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in this Agreement.

11. Ordering

11.1 UNEs shall be ordered on LSR's according to the Interconnection Manual.

11.2 Coordinated Orders

11.2.1 For Coordinated Hot Cuts (CHC), US LEC may request a desired due date and time. These will be considered coordinated orders. US LEC must indicate a request for CHC on the LSR request form to request a coordinated order. Charges for CHCs are listed in Appendix A. Horry offers two types of coordination:

11.2.1.1 Any Time: Order to be worked anytime during the day on the due date but Horry must notify US LEC when completed.

11.2.1.2 Specific Time: Order is to be worked at a specific time on the due date.

11.3.1 If coordination is requested, US LEC will be required to call Horry forty-eight (48) hours prior to the requested coordination date and time. This call is to confirm or reschedule the date and/or time. Horry reserves the right to change the date and time if other demands require such a change. If Horry does change the due date, due to no fault of US LEC, only one coordination charge will apply. Every reasonable attempt will be made to commit to the requested date and/or time. Prior to the 48-hour Coordination Call, Horry will confirm with the various work groups involved with the coordination, as to their ability to complete the work on the desired date and/or time. If no call is received from US LEC, it will be assumed that US LEC is not ready and the order will not be completed on

the requested due date and time. If US LEC does not contact Horry with 48 hours from the original due date to reschedule, the order will be canceled.

11.3.2 Late Notification Changes - Due Date Coordination

Horry will proceed with the conversion based on the agreement at the 48-Hour Call. Policy for late notification of changes in due date and/or coordination time is as follows:

11.3.2.1 If either Party's personnel have to wait more than 15 minutes for the other Party's personnel to join the scheduled call for the CHC, then the late Party shall be responsible to reimburse the on-time Party for all personnel costs incurred. The time will be calculated, in half hour increments, with the times being multiplied by the loaded hourly compensation rate for each person involved in the call.

11.3.2.2 If either Party contacts the other Party to reschedule the CHC call less than 48-Hours from the scheduled CHC call time, the Party calling to reschedule will be responsible to reimburse the other Party for all cost incurred to date on the CHC order.

11.3.2.3 Once the scheduled call is underway, and personnel from both US LEC and Horry are present on the call, should either Party incur a problem that would delay the conversion delaying Party will be given reasonable time (20 minutes or less) to cure the problem. However, any delay longer than 20 minutes will result in the non-delaying Party charging the delaying Party for personnel costs incurred. The charge will be calculated based on the delay time, in half hour increments, times the loaded hourly compensation rate for each person involved in the call.

12. Project Managed Orders

12.1 Upon US LEC' request, Horry and US LEC each will assign a project manager for complex order requests. US LEC and Horry will work cooperatively to develop timelines to complete requested orders that fall under Project Managed Orders.

12.2 Complex orders can include, but are not limited to the following: porting of DID numbers or a coordinated cutover of five or more lines on the same Horry End User subscriber account. Any Complex order shall constitute a Project Managed Order.

12.3 Upon a written notification from US LEC that a Project-Managed Order will be generated, Horry will provide a project ID number to be used in the PON field of the LSR.

13. Maintenance of UNEs

13.1 If (a) US LEC reports to Horry a Customer trouble, (b) US LEC requests a dispatch, (c) Horry dispatches a technician, and (d) such trouble was not caused by Horry's facilities or equipment in whole or in part, then US LEC shall pay Horry a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact or other customer authorized employee as designated by US LEC is not available at the appointed time. US LEC accepts responsibility for initial trouble isolation and providing Horry with appropriate dispatch information based on its test results. Horry agrees to respond to US LEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides Service to its own retail Customers or to any other similarly situated Telecommunications Carrier. Charges erroneously dispatched time will be billed based on applicable Tariff rates.

13.2 US LEC will provide Horry with contact name and address information for the delivery of the maintenance notice.

14. Routine Network Modification

14.1 Horry will perform Routine Network Modification (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(8) and (e)(5) for Loops and Dedicated Transport provided under this Attachment.

15. Emergency Repair or Restoration

15.1 Emergency Repair or Restoration. In the event of a force majeure occurrence that has or may cause an interruption of service to an US LEC End User(s), Horry will be allowed to perform emergency repair, restoration or maintenance without prior notification to US LEC.

16. Rates and Charges

16.1 The rates and charges for the foregoing UNEs and other Services shall be as set forth in the Pricing Attachment.

Collocation Attachment

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COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment.

The rates, terms, and conditions contained within this Attachment shall only apply when US LEC is occupying the Collocation within a Premises, as defined in 47 C.F.R 51.5, location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertains to collocation and the provisioning of Collocation Space.

1.2 Right to Occupy

Horry shall offer to US LEC collocation at rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (FCC). Subject to Section 4 of this Attachment, Horry hereby grants to US LEC a right to occupy that certain area designated by Horry within a Horry Premises, of a size which is specified by US LEC and agreed to by Horry (hereinafter "Collocation Space"). Notwithstanding the foregoing, Horry shall consider in its designation for cageless collocation any unused space within the Horry Premises. The size specified by US LEC may contemplate a request for space sufficient to accommodate US LEC's growth within a two-year period.

1.2.1 Space Reclamation

In the event of space exhaust within a Central Office Premises, Horry may include in its documentation for the Petition for Waiver filing any unused space in the Central Office Premises. US LEC will be responsible for any justification of unused space within its space, if such justification is required by the Commission.

1.3 Use of Space

US LEC shall use the Collocation Space for the purposes of installing, maintaining and operating US LEC's equipment (to include testing and monitoring equipment) used to interconnect with Horry services and facilities, including access to unbundled network elements or special access facilities, for the provision of Telecommunications Services. Pursuant to Section 5 following, US LEC may at its option, place US LEC-owned fiber entrance facilities to the Collocation Space.

1.4 Rates and Charges

US LEC agrees to pay the rates and charges identified in the Pricing Attachment attached hereto.

2. Space Notification

2.1 Availability of Space

Upon submission of an application pursuant to Section 6, Horry will permit US LEC to physically collocate, pursuant to the terms of this Attachment, at any Horry Premises, unless Horry has determined that there is no space available due to space limitations or that Physical Collocation is not practical for technical reasons. Horry will respond to an application within ten (10) calendar days as to whether space is available or not available within a Horry Premises. If the amount of space requested is not available, Horry will notify US LEC of the amount of space that is available.

2.2 Denial of Application

After notifying US LEC that Horry has no available space in the requested Premises ("Denial of Application"), Horry will allow US LEC, upon request, to tour the entire Premises within ten (10) Business Days of such Denial of Application. In order to schedule said tour within ten (10) Business Days, the request for a tour of the Premises must be received by Horry within five (5) Business Days of the Denial of Application.

2.3 Filing of Petition for Waiver

Upon Denial of Application Horry will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c) (6).

2.4 Public Notification

Horry will maintain on its website a notification document that will indicate all Central Offices that are without available space. Horry shall update such document within ten (10) calendar days of the Denial of Application date. Horry will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

2.5 State Agency Procedures

Notwithstanding the foregoing, should any applicable state regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the Effective Date thereof.

3. Collocation Options

3.1 General

Except where Physical Collocation as defined in 47 C.F.R. §51.5 is not practical for technical reasons or because of space limitations, Horry will provide Physical Collocation to US LEC for the purpose of interconnecting with Horry's network or for obtaining access to Horry's unbundled network elements pursuant to 47 U.S.C. 251(c). Collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c) (6), and applicable FCC rules thereunder.

3.2 Cageless

In accordance and compliance with local building code, Horry shall allow US LEC to collocate US LEC's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. Horry shall allow US LEC to have direct access to its equipment and facilities but may require US LEC to use a central entrance to the Horry Premises. Horry shall make Cageless Collocation as defined in 47 C.F.R. §51.323 (k) (2) available in single bay increments pursuant to Section 7. Except where US LEC's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), Horry shall assign Cageless Collocation space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, US LEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Sections 5.1.1 and 6. following.

3.3 Caged Arrangement Enclosures

At US LEC's option and upon request, Horry shall construct enclosures in compliance with US LEC's collocation request and in accordance and compliance with local building codes. At US LEC's request, Horry shall permit US LEC to subcontract the construction of Physical Collocation arrangements with a contractor certified by Horry ("Horry Certified Contractor"), provided however, that Horry shall not unreasonably withhold approval of contractors.

3.3.1 When US LEC subcontracts the construction, US LEC must arrange with a Horry Certified Contractor to construct a collocation arrangement enclosure in accordance with Horry's guidelines and specifications and at US LEC's sole expense. Horry will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than Horry's standard enclosure specification, US LEC and US LEC's Horry Certified Contractor must comply with local building

code requirements. US LEC's Horry Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. Horry shall cooperate with US LEC and provide, at US LEC's expense, the documentation, including architectural drawings, necessary for US LEC to obtain the zoning, permits and/or other licenses. Horry shall pass on to US LEC the costs of providing the documentation. The Horry Certified Contractor shall bill US LEC directly for all work performed for US LEC pursuant to this Attachment and Horry shall have no liability for nor responsibility to pay such charges imposed by the Horry Certified Contractor. US LEC must provide the local Horry building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, Horry will not access US LEC's locked enclosure prior to notifying US LEC.

3.3.2 Horry has the right to review US LEC's plans and specifications prior to allowing construction to start. Horry has the right to inspect the enclosure after construction to make sure it is designed and constructed according to Horry's guidelines and specifications and to require US LEC to remove or correct at US LEC's cost any structure that does not meet these standards.

3.4 US LEC may allow other Telecommunications Carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by US LEC ("Host") and other Telecommunications Carriers ("Guests"). US LEC will notify Horry in writing upon execution of any Agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of Agreement, and shall contain a certification by US LEC that said Agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

3.4.1 As Host, US LEC will be the sole interface and responsible Party to Horry for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Horry will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to US LEC.

3.4.2 Horry will not place unreasonable restrictions on US LEC's use of a cage, and as such will allow US LEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection Agreements with Horry utilize a shared collocation cage, Horry will permit each CLEC to order UNEs and provision service from

the shared collocation space, regardless of which CLEC was the original collocator.

- 3.4.3 If Host terminates a collocation arrangement, Host will provide Guest thirty (30) Days notice. Guest will assume all obligations and rights of Host as to that collocation arrangement if Guest remains in the collocation space, including payment of all charges.

3.5 Virtual Collocation

- 3.5.1 Upon request, Horry shall provide US LEC Virtual Collocation as defined in 47 C.F.R. §51.5 in any unused space. If US LEC wishes to Virtually Collocate a bay other than a standard bay, it must request such Virtual Collocation via an Individual Case Basis (ICB). US LEC shall not have physical access to its Virtually Collocated equipment and must, at its expense, electronically monitor and control its Virtually Collocated equipment. Horry shall, subject to US LEC's payment of the applicable rates, fees and charges, be responsible for installing, maintaining and repairing US LEC's equipment. US LEC cannot convert its Virtually Collocated equipment "in-place" to a method of Physical Collocation available herein (e.g., no "in-place" conversion of Virtual Collocation to Cageless Collocation). In addition to the rates set forth in the Pricing Attachment, if Horry must locate US LEC's Virtual Collocation bays in its switch line-up, US LEC shall also be responsible for any extraordinary reasonable, actual and documented costs necessary to condition such space, provided the extraordinary costs are identified and submitted to US LEC with Horry's comprehensive written response 30-days after submitting a complete virtual collocation application.
- 3.5.2 Horry shall deliver to US LEC the requested space on or before the later of (i) 90 calendar days from Horry's receipt of US LEC's Collocation Order for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for Horry to deliver to US LEC such space within 90 calendar days and Horry notified US LEC of this fact within ten (10) Business Days after the initial walk-through.
- 3.5.3 Horry shall coordinate, on a case by case basis, the installation of the Virtual Collocation equipment with US LEC based on availability and equipment delivery intervals.
- 3.5.4 Horry shall install applicable cross-connects as directed by US LEC, at the rates provided in the Pricing Appendix.
- 3.5.5 During construction, Horry shall allow periodic inspections of the Virtual Collocation space where US LEC equipment is located..

3.5.6 Horry shall ensure that all applicable alarm systems (e.g., power) that support US LEC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.5.7 US LEC will be responsible for the payment of charges incurred in the maintenance and/or repair of US LEC's virtually collocated equipment.

3.6 Interconnection Arrangement

3.5.1 Horry shall provide, at the request of US LEC, the connection between US LEC's optional Point of Termination (POT) frame or equipment bay and the Horry network. US LEC cannot provide the connection. US LEC will not be permitted access to the Horry Main Distribution Frame (MDF) or intermediate distribution frame. If regeneration equipment is required, for any reason, it will be at US LEC's expense. Interconnection Arrangements options are as follows: DS0 Arrangement, DS1 Arrangement, DS3 Arrangement and Fiber Arrangement.

4. Occupancy

4.1 Occupancy

Horry will notify US LEC in writing that the Collocation Space is ready for occupancy at which time monthly billing will commence. US LEC must notify Horry in writing that collocation equipment installation is complete and is operational with Horry's network. Horry may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, US LEC's telecommunications equipment will be deemed operational when cross-connected to Horry's network for the purpose of service provisioning.

4.2 Termination

Except where otherwise agreed to by the Parties, US LEC may terminate occupancy in a particular Collocation Space upon thirty (30) Business Days prior written notice to Horry. Upon termination of such occupancy, US LEC at its expense shall remove its equipment and other property from the Collocation Space. US LEC shall have thirty (30) Business Days from the termination date to complete such removal, provided, however, that US LEC shall continue payment of monthly fees to Horry until such date as US LEC has fully vacated the Collocation Space. Should US LEC fail to vacate the Collocation Space within thirty (30) Business Days from the termination date, Horry shall have the right to remove the equipment and other property of US LEC at US LEC's expense and with no liability for damage or injury to US LEC property unless caused by the gross negligence, willful misconduct or intentional acts of Horry. Upon expiration of this Attachment with respect to a Collocation Space, US LEC shall surrender such Collocation Space to Horry in the same condition as when first occupied by US LEC except for ordinary wear and tear, casualty or other damage

caused other than by US LEC or their contractors or Agents unless, otherwise agreed to by the Parties.

5. Use of Collocation Space

5.1 Equipment Type

Horry permits the collocation of equipment used for interconnection to Horry's network or for access to unbundled network elements and special access facilities in the provision of Telecommunications Services. Such equipment used for interconnection and access to unbundled network elements includes, but is not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers (DSLAM). Nothing in this section requires Horry to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that Horry may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards, provided these standards are no more stringent than those used by Horry for its own equipment.

5.1.2 US LEC shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises. US LEC shall limit the amount of space utilized in a caged arrangement for storage cabinets and work surfaces.

5.1.3 US LEC may place a plaque or other identification affixed to US LEC's equipment necessary to identify US LEC's equipment and US LEC will provide a list of emergency contacts with telephone numbers to Horry.

5.2 Co-Carrier Cross Connection

5.2.1 Co-carrier cross-connects ("CCXCs") are connections between US LEC and another collocated Telecommunications Carrier other than Horry, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Horry premises, provided that the collocated equipment is also used for interconnection with Horry and/or for access to Horry's unbundled

network elements. Horry shall provide such CCXCs from US LEC's collocation arrangement to the collocation arrangement of another Telecommunications Carrier in the same Horry premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from US LEC to another Telecommunications Carrier.

- 5.2.2 Horry will provide such CCXCs for non-adjacent collocation arrangements at the expense of US LEC per US LEC's request. Horry will provide connections between US LEC's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of US LEC and provisioned per US LEC's order.
- 5.2.3 Horry, at its sole discretion, shall permit US LEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same Horry premises without application.
- 5.2.4 In those cases where US LEC's virtual and/or physical collocation space is adjacent in the central office, US LEC may have the option, at Horry's sole discretion, of using US LEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Horry's technical and safety standards.
- 5.2.5 The term "Adjacent" in this Section refers to collocation arrangements in the same premises that have a common border; and is not referring to the form of physical adjacent space collocation as described in 47 C.F.R. 51.323(k)(3).

5.3 Horry Equipment Access

US LEC shall not have access to Horry's Main Distribution Frame or intermediate distribution Frame, DSXs, DCS, or any other Horry equipment or facilities not specifically designated by Horry for US LEC access.

5.4 Entrance Facilities

US LEC may elect to place US LEC-owned or US LEC-leased fiber entrance facilities into the Collocation Space. Horry will designate the point of entrance in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. US LEC will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. US LEC will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to US LEC's equipment in the Collocation Space. US LEC must contact Horry for instructions prior to placing the Entrance Facility cable in the manhole. US LEC is responsible for maintenance of the entrance facilities. Horry will

accommodate, where technically feasible, US LEC's use of a special access facilities purchased from Horry's applicable Tariff or purchased from a third party carrier collocated within Horry's Wire Center as transport facilities from the US LEC Central Office to the US LEC collocation in Horry's Central Office.

5.5 Demarcation Point

Horry will designate the demarcation point between US LEC's equipment and/or network and Horry's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to Horry's network, the demarcation point shall be a common block on the Horry designated distributing frame. US LEC shall be responsible for providing, and a supplier certified by Horry ("US LEC's Horry Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For all other terminations Horry shall designate a demarcation point on a per arrangement basis. US LEC or its Agent must perform all required maintenance to equipment/facilities on its side of the demarcation point. At US LEC's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. US LEC must make arrangements with a Horry Certified Supplier for such placement.

5.6 US LEC's Equipment and Facilities

US LEC, or if required by this Attachment, US LEC's Horry Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by US LEC. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.

5.7 Horry's Access to Collocation Space

From time to time, Horry may require access to the Collocation Space. Horry retains the right to access such space for the purpose of making Horry equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Horry will give reasonable notice to US LEC when access to the Collocation Space is required. US LEC may elect to be present whenever Horry performs work in the Collocation Space. The Parties agree that US LEC will not bear any of the expense associated with this work.

5.8 Access

Pursuant to Section 12, US LEC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. US LEC agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or Agents of US LEC provided with a maximum of five (5) access keys or cards ("Access Keys") per collocation site prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any

circumstances. US LEC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of US LEC employees, contractors, or Agents after termination of the employment relationship, contractual obligation with US LEC or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys

US LEC shall notify Horry in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for Horry to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), US LEC shall pay for all reasonable, actual and documented costs associated with the re-keying or deactivating the card.

5.9 Interference or Impairment

Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair Services provided by Horry or by any other interconnector located in the Premises; shall not endanger or damage the facilities of Horry or of any other interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public. If Horry reasonably determines that any equipment or facilities of US LEC violates the provisions of this paragraph, Horry shall give written notice to US LEC, which notice shall direct US LEC to cure the violation within forty-eight (48) hours of US LEC's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. If US LEC fails to take curative action as provided above within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the Services provided by Horry or any other interconnector, then and only in that event Horry may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to US LEC's equipment after first providing US LEC with 24 hours written notice, except in the case of an emergency. Horry shall have no liability to US LEC for any damages arising from such action, except to the extent of the gross negligence, intentional acts, or willful misconduct of Horry.

5.10 Personal Property and its Removal

Subject to the requirements of this Attachment, US LEC may place or install in or on the Collocation Space such facilities and equipment, including limited storage for spare equipment, as it deems desirable for the conduct of business, provided

that such equipment is telecommunications equipment, does not violate floor loading requirements, nor imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by US LEC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by US LEC at any time. Any damage caused to the Collocation Space by US LEC's employees, Agents or representatives during the removal of such property shall be promptly repaired by US LEC at its expense.

5.11 Alterations

In no case shall US LEC, or any person acting on behalf of US LEC, make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Horry Premises without the written consent of Horry. The cost of any such specialized alterations shall be paid by US LEC. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to provisions in Ordering and Preparation of Collocation Space section of this document.

5.12 Janitorial Service

US LEC shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a Horry Certified Contractor for janitorial services. Horry shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

6.1 Application for Space

US LEC shall submit an application document as described in the Horry Operations Manual when US LEC desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application

For US LEC initial equipment placement, US LEC shall submit to Horry a Collocation Application ("Application"), together with payment of the Application Fee as stated in the Pricing Attachment. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in US

LEC's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee

In the event US LEC desires to modify the use of the Collocation Space, US LEC shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in the Pricing Attachment. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. Horry shall determine what modifications, if any, to the Premises are required to accommodate the change requested by US LEC in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by US LEC for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent Application does not require assessment for provisioning or construction work by Horry, no Subsequent Application Fee will be required and the pre-paid Subsequent Application fee shall be refunded to US LEC. The fee for an Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by Horry) shall be the Subsequent Application Fee as set forth in the Pricing Attachment. If the modification requires capital expenditure assessment, a fee ranging from the minimum Subsequent Application Fee up to the full Initial Application Fee. In the event such modifications require the assessment of a full Application Fee as set forth in the Pricing Attachment, the outstanding balance shall be due by US LEC within thirty (30) calendar days following US LEC's receipt of a bill or invoice from Horry.

6.2 Application Response

In addition to the notice of space availability pursuant to Section 2.1, Horry will respond within ten (10) calendar days of receipt of an Application stating whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. An Application is considered Bona Fide when it is accurate and complete. When space has been determined to be available, Horry will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include the configuration of the space, the Cable Installation Fee, and the estimated Space Preparation Fee, as described in the Pricing Attachment section of the document. When multiple applications are submitted within a fifteen (15) calendar day window, Horry will respond to the Bona Fide Applications as soon as possible, but no later than the following:

within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.

6.3 Application Modifications

If a modification or revision is made to any information of a Bona Fide Application for Physical Collocation, either at the request of US LEC or necessitated by technical considerations, Horry will respond to the Bona Fide Application within thirty (30) calendar days after Horry receives such application or at such other date as the Parties agree. If, at any time, Horry needs to reevaluate US LEC's Bona Fide Application as a result of changes requested by US LEC to US LEC's original application, then Horry will charge US LEC a fee based upon the additional actual and documented engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require US LEC to resubmit the application with an Application Fee.

6.4 Bona Fide Firm Order

US LEC shall indicate its intent to proceed with equipment installation in a Horry Premises by submitting a Bona Fide Firm Order to Horry. A Bona Fide Firm Order requires US LEC to complete the Application/Inquiry process described in Application of Space in this Attachment, and submit the Collocation Firm Order document indicating acceptance of the Application Response provided by Horry ("Bona Fide Firm Order") and all appropriate fees, as set forth in Section 7. The Bona Fide Firm Order must be received by Horry no later than thirty (30) calendar days after Horry's Application Response to US LEC's Bona Fide Application or the Application will expire.

- 6.4.1 Horry will establish a firm order date based upon the date Horry is in receipt of a Bona Fide Firm Order. Horry will acknowledge the receipt of US LEC's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A Horry response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order after receipt of the Firm Order Confirmation.
- 6.4.2 Space preparation for the Collocation Space will not begin until Horry receives the Bona Fide Firm Order and all applicable fees.
- 6.4.3 US LEC must submit to Horry the completed Access Control Request Form for all employees or Agents requiring access to the Horry Premises a

minimum of thirty (30) calendar days prior to the date US LEC desires access to the Collocation Space.

6.5 Construction and Provisioning Interval

Horry will negotiate construction and provisioning intervals on an individual case basis. Under ordinary conditions, excluding the time interval required to secure the appropriate government licenses and permits, Horry will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of one hundred and twenty (120) calendar days from receipt of a Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Under extraordinary conditions, excluding the time interval required to secure the appropriate government licenses and permits, Horry will use best efforts to complete construction of all other Collocation Space ("extraordinary conditions") within one hundred and eighty (180) calendar days of the receipt of a Bona Fide Firm Order. Extraordinary conditions are defined to include, but are not limited to, major Horry equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for Americans with Disabilities Act compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length.

6.5.1 Joint Planning Meeting

Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between Horry and US LEC will commence within a maximum of ten (10) calendar days from Horry's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to US LEC during the joint planning meeting or as soon as possible thereafter. Horry will complete all design work following the joint planning meeting.

6.5.2 Permits

Each Party or its Agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its Agents within ten (10) calendar days of the completion of finalized construction designs and specifications.

6.5.3 Acceptance Walk Through

US LEC and Horry will complete an acceptance walk through of each Collocation Space requested from Horry by US LEC. Horry will correct any deviations to US LEC's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame. US LEC will acknowledge that it has inspected the Collocation Space and found the Collocation Space to be in a condition satisfactory to US LEC for its intended use.

6.6 Use of Horry Certified Supplier

US LEC shall select a Supplier which has been approved as a Horry Certified Supplier to perform all engineering and installation work required in the Collocation Space. The Horry Certified Supplier(s) shall be responsible for installing US LEC's equipment and components, extending power cabling to the Horry power distribution frame, performing operational tests after installation is complete, and notifying Horry's equipment engineers and US LEC upon successful completion of installation. The Horry Certified Supplier shall bill US LEC directly for all work performed for US LEC pursuant to this Attachment and Horry shall have no liability for nor responsibility to pay such charges imposed by the US LEC selected Horry Certified Supplier. Horry shall consider certifying US LEC or any supplier proposed by US LEC.

6.7 Alarm and Monitoring

Horry shall place environmental alarms in the Premises for the protection of Horry equipment and facilities. US LEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service US LEC's Collocation Space. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party. The Parties agree to utilize and adhere to the OSHA statement in this Attachment.

6.8 Basic Telephone Service

Upon request of US LEC, Horry will provide basic telephone services to the Collocation Space under the rates, terms and conditions of the current Tariff offering for the services requested.

6.9 Space Preparation

Horry shall pro rate the costs of any renovation or upgrade to Premises space or support mechanisms that are required to accommodate Physical Collocation. US LEC's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by US LEC divided by the total Premises square footage receiving renovation or upgrade. For this section, support mechanisms provided by Horry may include, but not be limited to, HVAC equipment, HVAC duct work, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Premises basis.

6.10 Cancellation

If, at anytime, US LEC cancels its order for the Collocation Space(s), US LEC will reimburse Horry for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount US LEC would have otherwise paid for work undertaken by Horry if no cancellation of the order had occurred.

6.11 Licenses

US LEC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of Telecommunications Services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Non-recurring Fees

In addition to the Application Fee referenced in Section 6, preceding, US LEC shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The estimated Space Preparation Fee and the Cable Installation Fee shall be included in the Application Response. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following US LEC's receipt of a bill or invoice from Horry. Once the installation of the initial equipment arrangement is complete, a Subsequent Application Fee may apply as described in Section 6.1.2 if US LEC requests a modification to the arrangement.

7.2 Cable Installation

Cable Installation Fee(s) are assessed per entrance fiber placed.

7.3 Floor Space

The floor space charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include amperage necessary to power US LEC's equipment. When the Collocation Space is enclosed, US LEC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, US LEC shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. Horry will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event US LEC's collocated equipment requires special

cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, US LEC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which Horry releases the Collocation Space for occupancy or on the date US LEC first occupies the Collocation Space, whichever is sooner.

7.4 Power

Horry shall make available -48 Volt (-48V) DC power for US LEC's Collocation Space.

7.4.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to US LEC's equipment or space enclosure. US LEC's Horry Certified Supplier must also provide a copy of the engineering power specification prior to the Occupancy Date.

7.4.2 The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Premises as a result of US LEC's request to collocate in that Premises ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by US LEC on the Physical Collocation application. Horry reserves the right to monitor actual usage to verify accuracy of US LEC's power requirements. US LEC shall pay its pro-rated share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements. Horry shall comply with all Telcordia and ANSI Standards regarding power cabling, including Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. US LEC shall pay Horry one-half of its prorated share of the estimated Power Plant Construction costs prior to commencement of the work. US LEC shall pay Horry the balance due (actual cost less one-half of the estimated cost) upon completion of the Power Plant Construction.

8. Insurance

8.1 US LEC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of not less than A-.

8.2 US LEC shall maintain the following specific coverage:

- 8.2.1 Commercial General Liability coverage in the amount of five million dollars (\$5,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than five million dollars (\$5,000,000.00). Horry shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of US LEC's real and personal property situated on or within Horry's Central Office location(s).
- 8.2.4 US LEC may elect to purchase business interruption and contingent business interruption insurance, having been advised that Horry assumes no liability for loss of profit or revenues should an interruption of any Services occurs.
- 8.3 The limits set forth in Section 8.2 above may be increased by Horry from time to time during the term of this Attachment upon thirty (30) calendar day notice to US LEC to at least such minimum limits as shall then be customary with respect to comparable occupancy of Horry structures.
- 8.4 All policies purchased by US LEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Horry. All insurance must be in effect on or before the date equipment is delivered to Horry's Premises and shall remain in effect for the term of this Attachment or until all US LEC's property has been removed from Horry's Premises, whichever period is longer. If US LEC fails to maintain required coverage, Horry may pay the premiums thereon and seek reimbursement of same from US LEC.
- 8.5 US LEC shall submit certificates of insurance reflecting the coverage required pursuant to this section a minimum of ten (10) calendar days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. US LEC shall arrange for Horry to receive thirty (30) calendar days' advance notice of cancellation from US LEC's insurance company. US LEC shall forward a certificate of insurance and notice of cancellation/non-renewal to Horry at the following address:

Horry Telephone Cooperative, Inc.
Attention: Industry Affairs Manager
3480 Hwy 701 North
PO Box 1820
Conway, South Carolina 29528

- 8.6 US LEC must conform to recommendations made by Horry's fire insurance company to the extent Horry has agreed to, or shall hereafter agree to, such recommendations.
 - 8.7 The insurance requirements set forth in this section may be increased by Horry from time to time during the term of this Attachment upon thirty (30) days' notice to US LEC to at least such minimum limits as shall then be customary with respect to comparable occupancy of Horry structures.
 - 8.8 Failure to comply with the provisions of this section will be deemed a material breach of this Attachment.
9. Mechanics Liens
- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (Horry or US LEC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) Business Days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law, provided, however that the lien may be contested in any appropriate forum pursuant to Applicable Laws. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay actual costs, including any court ordered damages and discharge any judgment entered thereon.
10. Bankruptcy
- 10.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against US LEC, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare US LEC insolvent or unable to pay US LEC's debts, or US LEC makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for US LEC or for the major part of US LEC's property, Horry may, if Horry so elects but not otherwise to the extent permitted by Applicable Law, and with or

without notice of such election or other action by Horry, forthwith terminate this Agreement.

11. Inspections

11.1 Horry shall conduct an inspection of US LEC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between US LEC's equipment and the equipment of Horry. Horry may conduct an inspection if US LEC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. Horry shall provide US LEC with a minimum of forty-eight (48) hours or two (2) Business Days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by Horry.

12. Security and Safety Requirements

12.1 The security and safety requirements set forth in this section are as stringent as the security requirements Horry maintains at its own Premises either for its own employees or for authorized contractors. Only Horry employees, Horry Certified Contractors and authorized employees, authorized Agents, pursuant to Section 3.3.1, preceding, or authorized Agents of US LEC will be permitted in the Horry Premises. US LEC shall provide its employees and Agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the US LEC name. Horry reserves the right to remove from its Premises any employee of US LEC not possessing identification issued by US LEC or who has violated any of Horry's policies. US LEC shall hold Horry harmless for any damages resulting from such removal of its personnel from Horry Premises, except to the extent of the gross negligence, intentional acts, or willful misconduct of Horry. US LEC shall be solely responsible for ensuring that any guest of US LEC is in compliance with all subsections of this section.

12.1.1 US LEC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each US LEC employee being considered for work on the Horry Premises as permitted by state law, for the states/counties where the US LEC employee has worked and lived for the past five years.

12.1.2 US LEC will be required to administer to their personnel assigned to the Horry Premises security training either provided by Horry, or meeting criteria defined by Horry at no additional cost to US LEC.

12.1.3 Horry reserves the right to refuse building access to any US LEC personnel who have been identified to have felony or misdemeanor (other than misdemeanor traffic violations) criminal convictions.

Notwithstanding the foregoing, in the event that US LEC chooses not to advise Horry of the nature and gravity of any misdemeanor conviction, US LEC may, in the alternative, certify to Horry that it shall not assign to the Horry Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

12.1.4 For each US LEC employee requiring access to a Horry Premises pursuant to this Attachment, US LEC shall furnish Horry, prior to an employee gaining such access, a certification that the aforementioned background check, as permitted by state law, and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, US LEC will disclose the nature of the convictions to Horry at that time. In the alternative, US LEC may certify to Horry that it shall not assign to the Horry Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

12.1.5 At Horry's request, US LEC shall promptly remove from Horry's Premises any employee of US LEC who Horry does not wish to grant access to its Premises 1) pursuant to any investigation conducted by Horry or 2) prior to the initiation of an investigation in the event that an employee of US LEC is found interfering with the property or personnel of Horry or another LEC, provided that an investigation shall promptly be commenced by Horry.

12.2 Notification to Horry

Horry reserves the right to interview US LEC's employees, Agents, or contractors in the event of wrongdoing in or around Horry's property or involving Horry's or another LEC's property or personnel, provided that Horry shall provide reasonable notice to US LEC's Security contact of such interview. US LEC and its contractors shall reasonably cooperate with Horry's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving US LEC's employees, Agents, or contractors. Additionally, Horry reserves the right to bill US LEC for all reasonable costs associated with investigations involving its employees, Agents, or contractors if it is established and mutually agreed in good faith that US LEC's employees, Agents, or contractors are responsible for the alleged act. Horry shall bill US LEC for Horry property which is stolen or damaged where an investigation determines the culpability of US LEC's employees, Agents, or contractors and where US LEC agrees, in good faith, with the results of such investigation. US LEC shall notify Horry in writing immediately in the event that US LEC discovers one of its employees already working on the Horry Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the Horry Premises, any employee found to have violated the security and safety

requirements of this section. US LEC shall hold Horry harmless for any damages resulting from such removal of its personnel from Horry Premises.

13. OSHA Statement

13.1 US LEC, in recognition of Horry's status as an employer, agrees to abide by and to undertake the duty of compliance on behalf of Horry with all federal, state and local laws, safety and health regulations relating to US LEC's activities concerning Collocated Space, and to indemnify and hold Horry harmless from any judgments, citations, fines, or other penalties which are assessed against Horry as the result solely of US LEC's failure to comply with any of the foregoing. Horry, in its status as an employer, will comply with all federal, state and local laws, safety and health standards and regulations with respect to all other portions of the Premises, and agrees to indemnify and hold US LEC harmless from any judgments, citations, fines or other penalties which are assessed against US LEC as a result solely of Horry's failure to comply with any of the foregoing.

13.2 Use of Supplies

Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Actual, documented costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.

13.3 Use of Official Lines

Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Horry Premises. Actual, documented charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

13.4 Use of Portable Phone

Use of portable cellular, digital cellular or PCS phones is prohibited in Horry's equipment room.

13.5 Accountability

Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

14. Asbestos

- 14.1 US LEC is aware the building in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and US LEC hereby releases and agrees to hold Horry harmless from any and all liability to US LEC or any of its employees, Agents or invitees as a result thereof except to the extent of the gross negligence, intentional acts or willful misconduct of Horry.

15. Destruction of Collocation Space

- 15.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for US LEC's permitted use hereunder, then either Party may elect within ten (10) Business Days after such damage, to terminate this Attachment, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for US LEC's permitted use, or is damaged and the option to terminate is not exercised by either Party, Horry covenants and agrees to proceed promptly without expense to US LEC, except for improvements not the property of Horry, to repair the damage. Horry shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of Horry, which causes shall not be construed as limiting factors, but as exemplary only. Horry will restore collocation space within the same timeframe and make it available to US LEC as it makes facility space available for its own use. US LEC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that an Horry Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a Horry Certified Vendor. If US LEC's acceleration of the project increases the cost of the project, then those additional charges will be incurred by US LEC. Where allowed and where practical, US LEC may erect a temporary facility while Horry rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, US LEC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for US LEC's permitted use, until such Collocation Space is fully repaired and restored and US LEC's equipment installed therein (but in no event later than thirty (30) Business Days after the Collocation Space is fully repaired and restored). Pursuant to this section, Horry will restore the associated services to the Adjacent Arrangement.

16. Eminent Domain

- 16.1 If the whole of any Collocation Space shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by Horry of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, Horry and US LEC shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) Business Days after such taking.

17. Non-exclusivity

- 17.1 US LEC understands that this Attachment is not exclusive and that Horry may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first-come, first-served basis.

RATES AND CHARGES

General.

The rates contained in this Appendix are the rates as referenced in the various sections on the Interconnection Agreement and are subject to change as a result of filings with state and federal Commission rulings and proceedings, including but not limited to, any generic proceeding to determine Horry's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation.

I. Transport and Termination of Traffic

A. Local Switching Rate:

- | | |
|-------------------------------------|-------------------------------|
| 1. Local/EAS Call Termination: | |
| a) Balanced Traffic | Bill and Keep |
| b) Out-of-Balance Traffic | TBD |
| 2. End Office Call Termination Rate | \$ 0.037320/ termination min. |

B. Local Transport Rate:

- | | |
|-------------------------------------|-----------------------------|
| 1. Local/EAS Transport Termination: | |
| a) DS1 | \$ 81.00 / DS1 term. / mo. |
| b) DS3 | \$ 786.00 / DS3 term. / mo. |
| 2. Direct Trunk Transport Facility: | |
| a) DS1 | \$ 21.00 / mile / mo. |
| b) DS3 | \$ 198.00 / mile / mo. |

C. Tandem Switching Rate	\$ 0.002385 / min.
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D. Tandem Transmission Rate	\$ 0.000142 / min. / mi.
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E. Transit Traffic Rate:

- | | |
|----------------------------|-----------------------|
| 1. Local: | |
| a) Switching Only | \$ 0.002385 / min. |
| b) Switching and Transport | TBD |
| 2. Toll | HORRY F.C.C. 1 Tariff |

F. Toll Traffic Rate (IntraLATA and InterLATA)

1. Direct Trunk Transport	HORRY F.C.C. 1 Tariff
2. Tandem Switched Transport	HORRY F.C.C. 1 Tariff
3. Transport Interconnection	HORRY F.C.C. 1 Tariff
4. Local Switching	HORRY F.C.C. 1 Tariff
5. Carrier Common Line	HORRY F.C.C. 1 Tariff
6. Information Surcharge	HORRY F.C.C. 1 Tariff

II. Collocation

A. Physical and Virtual Collocation Rate Elements:

1. Quote Preparation Fee	\$ 505.66 / request
2. Subsequent Application Fee	\$ 428.81 / request
3. Space Preparation Fee	ICB
4. Cable Installation Fee	ICB
5. Entrance Facility	\$ 499.42 / request
6. Cable Splicing	ICB
7. -48 Volt Power:	
a) 20 Amp. Connection	\$ 160.00 / connection / mo.
b) 30 Amp. Connection	\$ 240.00 / connection / mo.
c) 50 Amp. Connection	\$ 400.00 / connection / mo.
d) 100 Amp. Connection	\$ 800.00 / connection / mo.
8. -48 Volt Power Cable	\$ 32.75 / mo.
9. Inspection Labor for Access to POI	\$ 59.45 / man-hour
10. Expanded Interconnection Channel Termination	ICB
11. Expanded Interconnection Channel Regeneration	ICB
12. Collocation Cross Connection (of two collocated CLECs)	
a) Fiber /per foot	TBD
b) Copper or Coax /per foot	TBD
13. Cross-Connects	
a) 2-Wire	\$0.30

b) 4-Wire	\$0.30
c) DS1	\$8.00
d) DS3	\$15.00

14. Collocation Single Point of Termination:

a) DS1:

1. Monthly	ICB
2. Nonrecurring	ICB

b) DS3:

1. Monthly	ICB
2. Nonrecurring	ICB

15. Collocation Cable Racking Installation \$ 35.85 / ft. / cable

16. Collocation Grounding:

a) Monthly	No charge
b) Nonrecurring	\$ 465.68 / request

B. Physical Collocation Rate Elements (physical collocation only):

1. Floor Space Rental	\$ 5.25 / sq. ft / mo.
2. Enclosure Build-out	ICB

C. Virtual Collocation Rate Elements (virtual collocation only):

1. Maintenance Labor	\$ 59.45 / man-hour
2. Training Labor	ICB
3. Equipment Bays	\$ 13.75 / shelf / mo.
4. Engineering Labor	\$ 73.01 / man-hour
5. Installation Labor	\$ 59.45 / man-hour

III. Unbundled Network Elements/ Access

A. Local Loops:

1. 2 Wire Analog Loop	\$ 23.35 / loop / mo.
2. 2 Wire Digital Loop	\$ 25.90 / loop / mo.

3. 4 Wire Analog Loop	\$ 38.10 / loop / mo.
4. 4 Wire Digital Loop	\$40.65 / loop / mo.
5. DS1 Loop	\$ 196.70 / loop / mo.
6. DS3 Loop	\$ 1,685.10 / loop / mo.
7. Unbundled Copper Loop	TBD
B. Network Interface Device (NID):	
1. Basic NID	\$ 1.45 / NID / mo.
2. Multi-line NID (6-Pair)	\$ 2.38 / NID / mo.
C. Local Switching:	
1. Line-side Port	\$ 5.15 / line port / mo.
2. Trunk-side Port	\$ 99.25 / DS1 port / mo.
D. Nonrecurring Charges for Unbundled Services:	
1. Service Order – Initial	\$ 32.60 / request
2. Service Order – Subsequent	\$ 21.38 / request
3. Service Order – Records	\$ 12.00 / request
4. Service Order – Outside Normal Work Hours	\$ 48.90 / request
5. Central Office Work	\$ 19.82 / request
6. Line Connection	\$ 45.89 / request
6. Loop Installation/Construction	ICB
7. Loop Conditioning Charge	\$ 166.76 / request / loop
8. Bona Fide Request Charge	\$ 592.44 / request
9. Basic Testing at Coordinated Cut-over Charge	\$ 59.45 / man-hour
10. Customer Transfer Charge	HORRY GENERAL CUSTOMER SERVICES TARIFF
11. Slamming Charge	\$ 100.00 / line
12. Loop Tagging Charge	\$10.50 per loop
13. Cross-Connects	
a) 2-Wire	\$12.30
b) 4-Wire	\$12.30
c) DS1	\$22.03

d) DS3	\$22.03
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E. Ancillary Services and Arrangements:

- | | |
|--|---------------------------|
| 1. Directory Assistance Database Access | TBD |
| 2. Verification and Emergency Interrupt Services | TBD |
| 3. System Signaling Seven (SS7): | |
| a) STP Port | HORRY F.C.C. Tariff No. 1 |
| b) STP Signaling Links | HORRY F.C.C. Tariff No. 1 |